

COURT ORDER

ORDER NO. **2002 947**

DATE May 21, 2002

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas held on the 21st day of May, 2002, on motion made by John Wiley Price, Comm. of Dist. 3, and seconded by Mike Cantrell, Comm. of Dist. 2, the following Order was adopted:

WHEREAS, the Dallas County Commissioners Court contract for IT Services expires on October 31, 2002; and

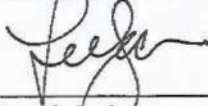
WHEREAS, the Dallas County Commissioners Court has gone through an extensive Request for Proposals and Evaluation Process to select a new IT Service provider; and

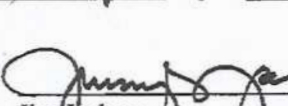
WHEREAS, the Commissioners Court after extensive evaluations of the initial response to the Request for Proposals, revised proposals and best and final offers from all vendors that were found susceptible to perform the desired IT Services, selected SchlumbergerSema, Inc. as the preferred provider; and

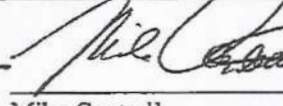
WHEREAS, after contract negotiations a final IT Services contract between Dallas County and SchlumbergerSema, Inc. has been developed


NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court does hereby approve the attached IT Services Master Agreement and fourteen (14) Service Level Agreements between Dallas County and SchlumbergerSema, Inc. which are to be effective upon final execution of such agreements and/or as specified in the various Service Level Agreements.


DONE IN OPEN COURT this the 21st day of May, 2002.

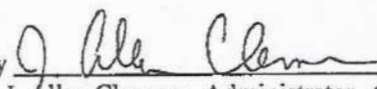

Lee F. Jackson
County Judge


Jim Jackson
Commissioner, District 1


Mike Cantrell
Commissioner, District 2


John Wiley Price
Commissioner, District 3


Kenneth A. Mayfield
Commissioner, District 4

Recommended by 
J. Allen Clemson, Administrator 5-17

GOVERNMENT
EXHIBIT NO.
117

3:14-CR-293-M

MASTER INFORMATION TECHNOLOGY SERVICES AGREEMENT

BETWEEN

COUNTY OF DALLAS, TEXAS, U.S.A.

AND

SERVICE PROVIDER

**AS OF MAY 16, 2002
2:00 AM**

MASTER INFORMATION TECHNOLOGY SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (as defined hereinbelow) by and between Dallas County, Texas ("County") and SchlumbergerSema Inc. a Delaware corporation ("Service Provider").

Service Provider is in the business of providing comprehensive computing services and computing services management services to large private-sector and public-sector entities. Service Provider and County desire to enter into this Agreement pursuant to which Service Provider will plan, manage, and operate County's administrative systems environments all in accordance with the terms and conditions of this Agreement and as more fully set forth in the appendices attached hereto.

Accordingly, the parties agree as follows:

PART I: DEFINITIONS.

The following definitions shall apply to the terms used in this Agreement.

1. "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.
2. "Appendices" or "Schedules" means any appendix, schedule, exhibit, agreement, Service Agreement, or other document either (i) attached to this Master Agreement and incorporated by reference herein, (ii) attached and incorporated into a Service Agreement which is incorporated by reference herein; or (iii) executed by the Parties at any time hereafter and incorporated into this Master Agreement, or any Service Agreement, pursuant to the provisions of this Master Agreement or the Service Agreement.
3. "Business Day" means any day during which County is generally conducting business.
4. "Commencement Date" means November 1, 2002.
5. "Commercially Reasonable Efforts" means a prompt, diligent, and cost-effective effort, made in a professional manner, using qualified, experienced individuals.

6. "Commercially Reasonable Pricing" means the industry-specific average level of pricing used by other experienced outsourcing companies providing services similar to the Services. Commercially Reasonable Pricing always assumes the use of prompt, diligent, cost-effective efforts, made in a professional manner, using qualified, experienced individuals.
7. "Confidential Information" refers to the information described in Part IV of this Master Agreement.
8. "Control" and its derivatives means the power to cause, either directly or indirectly, the direction of the management and policies of a person or entity, whether through the ownership of securities, by contract, or otherwise.
9. "County" means the County of Dallas, Texas, U.S.A.
10. "County Data" means all County information, whether in written or electronic form.
11. "County Software" means any Software owned by County and used in conjunction with any of the Services.
12. "Effective Date" means the date of execution of this Agreement by the County Judge of County as shown hereinbelow;
13. "Intellectual Property Rights" means patents (and the rights relating thereto), copyrights and copyright registrations (and the rights relating thereto), trade secrets (and the rights relating thereto), trademarks, service marks, and trademark and service mark registrations (and the rights and goodwill relating thereto), and Confidential Information (and the rights relating thereto).
14. "Location" means County's data processing facilities, including, but not limited to, the facilities located at the Records Building, 509 Main Street, Dallas, Texas 75201.
15. "Losses" means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties). Losses shall include losses relating to the failure to acquire hardware, software, or services associated with County grant funded projects, provided Service Provider has advance notice of such grant funds.
16. "Man-week" means forty hours of time expended by a single individual;
17. "Master Agreement" or "Agreement" or "Contract" means this Master Information Technology Services Agreement and, where the meaning so requires, all appendices incorporated by reference herein.

18. "Prime Rate" means interest at a fluctuating rate per annum which at all times shall be the lowest rate of interest generally charged from time to time (determined as of the first business day of each week) by Bank of America and publicly announced by such bank as its so-called "prime rate."
19. "Parties" means County and Service Provider; "Party" means either County or Service Provider.
20. "Pass-Through Expenses" means the actual invoiced amounts charged to Service Provider by third parties that County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) has agreed to pay directly or for which it has agreed to reimburse Service Provider. Pass-Through Expenses shall not include any Service Provider profit, administrative fee or overhead charges.
21. "Systems" means the Hardware and Software operating together as a system.
22. "Service Provider Equipment" means the computer, communications and other equipment owned or leased by Service Provider and used by Service Provider to provide the Services. Equipment includes, without limitation, all associated accessories and peripheral devices used in the provision of Services.
23. "Services" and "Service Agreement" have the meaning given to them in Part II. "Service Agreement Effective Date" means the date on which Service Provider begins providing Services under a Service Agreement. "Service Agreement Term" means the term of the applicable Service Agreement, as defined in each Service Agreement. "Service Level Measurement," "Service Level Standard," and "Service Level Credits" have the meaning given them in Part II and Appendix A.
24. "Software" means any computer software and associated documentation that relates to Services provided under a Service Agreement, and includes any County Software, Service Provider Software and Third Party Software.
25. "Service Provider Facilities" means the facilities owned or leased by Service Provider and from which the Service Provider will provide any Services as specifically identified in a Services Agreement.
26. "Service Provider Personnel" means employees of Service Provider and its subcontractors assigned to performing Services.
27. "Service Provider Software" means any Software owned by Service Provider and used in conjunction with any of the Services.
28. "Third Party Contracts" means any contract that is a Third Party Software License or Third Party Service Contract.

29. "Third Party Service Contracts" means, collectively, (i) the agreements between County and a third party pursuant to which the third party is providing to County immediately before a Service Agreement Effective Date any services included within the Services, and (ii) the agreements between Service Provider and a third party pursuant to which the third party is providing to County or Service Provider at any time during the applicable Service Agreement Term any services included within the Services.
30. "Third Party Software" means any Software that is owned by a person other than Service Provider or County and used to provide the Services.
31. "Third Party Software License" means a license agreement that authorizes County or Service Provider to use Third Party Software.
32. "Virus" shall mean files, programs or program code designed to cause any action not authorized including, for example, to affix themselves to, bury themselves within, or send instructions to, other files, programs or program code in order to cause malfunctions, errors or destruction or corruption of data when affixed or at a later time.
33. "Year 2000 Compliant" means that the subject Software, and any items or services related thereto, will be Year 2000 compliant, meaning the subject Software will continue to function without delay, interruption or error; and functionality and accuracy will not be affected as a result of the dates being processed in the twentieth or twenty-first century, including the advent of the year 2000, or from the extra day occurring in any leap year.

PART II: WORKING RELATIONSHIP.

A. SERVICES.

1. **Use of Service Agreements.** This Master Agreement contains contractual terms for services to be provided to County by Service Provider. Services will be provided by Service Provider pursuant to a request by the County for such services and pursuant to a written Service Agreement entered into by County and Service Provider. The Parties intend to enter into separate Service Agreements for discrete Services.
2. **Contents of Service Agreements.** Each "Service Agreement" shall describe the specific services covered by the Service Agreement ("Services"), the compensation to be paid and provisions for payment, the term for performance, the applicable Service Level Measurements and Service Level Standards (if any), and other provisions that are specific to the Service Agreement. A form of Service Agreement is attached hereto as Appendix A; it specifies requirements that apply to all Service Agreements unless the parties expressly agree otherwise in writing in a specific Service Agreement.

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3. **Qualified resources.** Except as otherwise expressly provided in a Service Agreement, Service Provider shall provide, at its expense, all of the personnel, Equipment (except that which is owned or retained by County), Software, services and other resources necessary to provide the Services. Service Provider shall not implement any action or decision regarding such resources that would have an adverse effect on the Services (including, without limitation, changes in Equipment, Software and systems configurations), Service Level Measurements, Service Level Standards, or County costs and expenses without the prior written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager). Service Provider will provide and have on site, its Project Manager at the commencement and for the duration of the applicable Service Agreement Term, and will timely provide additional trained and qualified personnel to ensure the timely delivery of the Services in accordance with this Master Agreement and each Service Agreement.
 4. **Service Agreements a part of Master Agreement.** Each Service Agreement shall unambiguously incorporate by reference, and shall be subject to, the terms and conditions of this Master Agreement. The parties expressly intend that, by virtue of the execution of this Master Agreement, each and every provision of this Master Agreement shall be viewed as being incorporated into each and every Service Agreement except to the extent a Master Agreement provision is directly contradicted by the express language of a specific Service Agreement. No Services shall be provided by Service Provider unless and until the appropriate Service Agreement has been duly signed and delivered by County (acting exclusively through the County Commissioners Court). Each Service Agreement shall generally be in the form, and shall contain the information and terms, described in Appendix A attached hereto.
 5. **Initial Service Agreements.** As of the Effective Date of this Master Agreement, County and Service Provider are entering into Service Agreements No. 1 through 14 (copies of which is attached hereto as Appendices C through P).
 6. **Inherent Services.** Throughout each Service Agreement Term, Service Provider shall provide the services described in the Service Agreements, as such Service Agreements may be amended and supplemented from time to time (collectively, the "Services"). There may be services not specifically described in this Master Agreement or a Service Agreement which are implicit in the Services as described. If such services are determined to be reasonably required for the proper performance and provisions of the Services, such services shall be deemed to be implied by and included within the scope of the Services at no additional cost to the same extent and in the same manner as if specifically described in the applicable Service Agreement. Service Provider shall provide the Services in accordance with all of the terms of this Master Agreement and the applicable Service Agreement.

7. **Commercially Reasonable Pricing.** Pricing proposed by Service Provider for Services shall be Commercially Reasonable Pricing and, to the extent third party products or services are included, such products and services will be treated as Pass-Through Expenses so as to provide County the benefit of any specialized pricing available to Service Provider.
8. **Service Agreement Term.** No Service Agreement Term shall extend beyond the Term of this Master Agreement.

B. COOPERATION.

1. **Cooperation.** Service Provider agrees to use Commercially Reasonable Efforts to comply with County's reasonable requests for cooperation and assistance for County and its third party service providers whether or not such requests are within the scope of the Services. The parties acknowledge and agree that, beyond the satisfaction of Service Level Standards, performance under this Agreement will require the continued definition and setting of numerous priorities and the balancing of competing tasks and schedules. Service Provider and the County agree that they will each use good faith and reasonable efforts to define, plan, coordinate and execute the different priorities, tasks and schedules agreed to by the parties within the scope of this Agreement.
2. **Meetings, Reports.** Service Provider personnel shall keep County personnel fully and regularly informed about Service Provider activities as provided herein. Service Provider and County representatives shall meet as frequently as County representatives reasonably deem necessary. Service Provider shall prepare and deliver to County the reports described in each Service Agreement ("Reports") by the respective deadlines specified in each Service Agreement. At no charge to County, Service Provider shall make minor modifications to the Reports or provide supplemental Reports as reasonably requested by County from time to time and as agreed upon by the Parties. Service Provider's Project Executive shall provide a regular monthly status report to the County Contract Manager no later than by the 5th business day of the following month.
3. **Use of County Facilities and Equipment.** (a) During the Term of a Service Agreement, County shall make available to Service Provider furnished space in County's office facilities as reasonably determined by County to be suitable for Service Provider to carry out functions associated with the Services (the "County Facilities") and certain Equipment identified in each Service Agreement that will continue to be owned by County (the "County Equipment"). (b) Service Provider shall: (i) use the space in the County Facilities for the sole purpose of providing the Services; (ii) comply with the leases and other agreements applicable to the County Facilities; (iii) comply with all policies and procedures governing access to and use of County Facilities; and (iv) return such space to County in the same condition it was in on the Service Agreement Effective Date ordinary wear and tear excepted. Except to the extent included in the Services and charges

described in the applicable Service Agreement (e.g., supplies and consumables used in providing the Services), County shall provide the County Facilities and access to normal office resources (e.g., fax machines, telephone hardware and copier support) at no charge to Service Provider; provided, however, that Service Provider shall be responsible for costs associated with any facilities provided by Service Provider pursuant to the provisioning of remote services. Service Provider shall remain responsible for any required PC's and peripherals, long distance charges, copier paper and all other expenses incurred by Service Provider in providing account management services; however, if the Parties agree that Service Provider shall provide one or more supplies to County, the cost to County of such supplies shall be treated as a Pass-Through Expense. (c) Service Provider shall: (i) use the County Equipment for the sole purpose of providing the Services; (ii) comply with any directions from County concerning the location of the County Equipment; (iii) provide, or arrange for third parties to provide, maintenance of the County Equipment at no cost to County; and (iv) return such equipment to County in the same condition it was in on the Service Agreement Effective Date ordinary wear and tear excepted. County Facilities shall at all times be compliant with all applicable Federal, State and local laws, regulations, and ordinances relating to occupational, safety, health and environment.

4. **Dedicated Facilities.** During any time Services are performed at the County Facilities, Service Provider shall provide the Services using hardware, software and related resources dedicated solely to supporting County. Unless otherwise expressly provided in a Service Agreement, all Services provided from the Service Provider's Facilities shall be provided using dedicated Equipment and Software Service Provider shall not provide any Services from a shared or partitioned processing environment unless specifically approved in writing by the County Commissioner's Court in a Service Agreement.
5. **Assumption of Equipment Leases.** If specified in a Service Agreement, County shall assign to Service Provider County's obligations and any corresponding rights under the applicable leases for equipment used to provide the Services as described in the Services Agreement or County may sell equipment owned by it to Service Provider (the "Transferred Equipment"). Service Provider shall obtain consents to such assignments and releases of County's liability under such leases as promptly as practicable. Any assignment of County's interests in the Transferred Equipment is made "AS IS, WHERE IS," WITHOUT WARRANTIES OF ANY KIND (EXCEPT AS EXPRESSLY STATED IN SUCH SERVICE AGREEMENT), AND SPECIFICALLY WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Service Provider shall not have any obligation to purchase or assume any such equipment leases. Any assumption hereunder shall be governed by an applicable Service Agreement.

6. **Service Agreement Proposals.** During the Term of this Master Agreement, regardless of whether one or more Service Agreements are in effect, Service Provider shall cooperate with County in providing proposals at Service Provider expense for Service Agreements for information technology services reasonably requested by County from time to time. Service Provider shall use Commercially Reasonable Efforts to provide Service Agreement proposals featuring Commercially Reasonable Pricing at the earliest date practicable.
7. **Modification of Master Agreement.** From time to time during the Term, County or Service Provider may propose changes to the Master Agreement. Any change to this Master Agreement must be approved by each Party (in the case of County, such approval being provided exclusively by the County Commissioners Court) and memorialized in a written, signed amendment that specifically identifies this Master Agreement, the section of this Agreement that is the subject of the amendment, and the new provision.
8. **Modification of Services under a Service Agreement.** If County desires to propose a change in or addition to the Services under a Service Agreement, it shall deliver a written notice to the Service Provider Project Manager describing the proposal. Service Provider shall respond to such proposal as promptly as reasonably possible by preparing at Service Provider's expense and delivering to the County Project Manager a written document ("Change Control Document"), indicating: (i) the effect of the proposal, if any, on the amounts payable by County; (ii) the effect of the proposal, if any, on Service Level Measurements in light of related Service Level Standards; and (iii) any other information requested or reasonably necessary for County to make an informed decision. If Service Provider desires to propose a change in or addition to the Services or other aspects of this Agreement, it may do so by preparing at its expense a Change Control Document for the County. A Change Control Document, once submitted to County, shall constitute an offer by Service Provider to implement the proposal described therein on the terms set forth therein. No change in or addition to the Services or any other aspect of this Agreement shall become effective without the written, signed approval of the County Commissioners Court and Service Provider. If County elects to accept the offer set forth in the Change Control Document, as evidenced by the written, signed approval of the County Commissioners Court, any changes in the Services described in the Change Control Document shall thereafter be deemed "Services," any other changes described in the Change Control Document shall be deemed to have amended this Agreement, and the Parties shall agree on any further modifications to the Agreement required to reflect the Change Control Document.
9. **Other Provisioning of Services.** County shall have the right to contract with one or more third parties (or use internal resources) to perform any services which are in addition to, within or outside the scope of, the Services. If County contracts with a third party to perform any such service, Service Provider shall cooperate with County and such third party to the extent reasonably required by

County including provision of (i) assistance and support services to such third party at the rates specified in the applicable Service Agreement, and (ii) access to the technical environment operated by Service Provider as reasonably necessary for such third parties to perform their work. County shall require such third parties to comply with Service Provider's reasonable requirements regarding operations. Service Provider shall be obligated to support and maintain such service provider's work product at County's request and cost, if additional costs are incurred by Service Provider, provided the third party service provider complies with any written, reasonable requirements for system operations provided to County by Service Provider and agreed to by County.

10. **Regulatory Environment.** As part of the Services, Service Provider shall identify the impact, if any, of changes in applicable laws or regulations as it pertains to Service Provider's provision of the Services. Service Provider shall notify County Contract Administrator of such changes that it becomes aware of and shall work with County to identify the impact of such changes on how County uses the Services. County shall notify Service Provider of such changes that County becomes aware of. Service Provider shall promptly make any resulting modifications to the Services as reasonably necessary. Service Provider shall be responsible for, and shall pay for, the cost of any such changes relating to Service Provider's business. County shall be responsible for the cost of any such changes relating to County's business to the extent such changes require computer resources in excess of the resources otherwise provided by Service Provider as part of the Services. Service Provider shall be responsible for any fines and penalties imposed on County or Service Provider arising from any noncompliance by Service Provider, its subcontractors or agents with the laws and regulations in respect of the Services.
11. **Licenses, Permits.** Service Provider shall be responsible for obtaining all applicable governmental or regulatory licenses, authorizations, and permits required in connection with the performance of Services and shall have financial responsibility for, and shall pay, all fees and taxes associated with such licenses, authorizations, and permits.
12. **Third Party Contracts.**
 - (a) Each Service Agreement shall provide for the treatment of all Third Party Contracts, as follows: (i) all or certain of the Third Party Contracts may be assigned by County to Service Provider, (ii) all or certain of the Third Party Contracts may be retained by County and, as necessary, any required Third Party Consents shall be obtained by County (with Service Provider assistance), Service Provider or both, as specified in the Service Agreement, and (iii) the respective obligations of the Parties with respect to the Third Party Contracts shall be set forth in the Service Agreement. Service Provider shall provide reasonable assistance to County to obtain any Third Party Consents. If any such Third Party Consent cannot be

obtained, Service Provider shall adopt, subject to the prior approval of County (acting through the County Commissioners Court), such alternative approaches as are necessary to provide the Services without such Third Party Consent.

- (b) Subject to obtaining any required Third Party Consents, as of the applicable Service Agreement Effective Date, County shall grant to Service Provider, for the sole purpose of providing the Services, the same rights of use of the Third Party Contracts used by County immediately before the applicable Service Agreement Effective Date.
- (c) On or before the applicable Service Agreement Effective Date, in the event the Service Agreement requires Service Provider to assume any Third Party Contract, County shall, with Service Provider's reasonable assistance, obtain from each third party to a Third Party Contract existing on the applicable Service Agreement Effective Date any required consents by such third party to (i) the assignment to and assumption by Service Provider of Third Party Contracts, and (ii) a complete release of County with respect to all obligations arising under such Third Party Contracts on and after the applicable Service Agreement Effective Date (collectively, the "Third Party Consents"). Service Provider shall pay all transfer, upgrade and other fees necessary to obtain any Third Party Consents with respect to Third Party Contracts, and County's liability for any such payments is only to Service Provider as expressly set forth in the applicable Service Agreement. Unless otherwise specified in a Service Agreement and where possible, any assigned Third Party Contract shall include the right of County to re-acquire the rights under the Third Party Contract upon any termination or expiration of a Service Agreement.
- (d) With respect to any Third Party Contract which is not identified in a Service Agreement and was not made known to Service Provider during the due diligence and negotiations preceding the execution of a Service Agreement (an "Unidentified Third Party Contract"), the following shall apply: (A) the Unidentified Third Party Contract shall be added to the appropriate Service Agreement as soon as it has been identified; (B) County shall, with Service Provider's reasonable assistance, obtain any required Third Party Consents with respect to any Unidentified Third Party Contract that is a Third Party Service Contract as soon as possible after it has been identified; and (C) County shall pay all transfers, upgrade and other fees necessary to obtain such Third Party Consent with respect to the Unidentified Third Party Contracts. During the Term, County shall either retain financial responsibility for license, maintenance or other financial obligations with respect to such Unidentified Third Party Contracts or Service Provider shall charge such amounts to County on a Pass-Through Expense basis.

13. Audit.

- (a) **Record Keeping and Audit Rights.** Service Provider shall maintain complete and accurate records and supporting documentation for all financial and non-financial transactions under all Service Agreements sufficient to permit a complete audit of such financial and non-financial transactions relating to the Services provided. Such records shall include data and documentation of third party charges invoiced to and paid by Service Provider. Service Provider shall retain such records throughout the Term and for three years thereafter (including any records received by Service Provider from County or County's previous Service Provider).
- (b) **Audit Procedure.** Service Provider shall provide County, at County's request, with paper and electronic copies of documents and information reasonably necessary to verify Service Provider's compliance with this Master Agreement and each Service Agreement. County and its authorized agents and representatives shall have access to such records for audit purposes during normal business hours during the Term and hereafter for the period during which Service Provider is required to maintain such records. Service Provider shall, at no additional cost to County, provide to County, County's internal and external auditors, inspectors, regulators and such other representatives as County may designate from time to time access at reasonable times and upon forty-eight (48) hours advance written notice (unless circumstances reasonably preclude such notice) to the facilities at which Service Provider is providing the Services, Service Provider personnel providing the Services, and all data and records relating to the Services, for the purpose of performing audits and inspections of County and its business, to verify the integrity of County Data, to examine the systems that process, store, support and transmit that data, and to examine Service Provider's charges and performance of the Services under this Master Agreement and any Service Agreement.
- (c) **Malfeasance.** Notwithstanding the foregoing, if County has reason to suspect any dishonest acts on the part of Service Provider in providing the Services under this Agreement, County shall be entitled to undertake such audit of Service Provider as County reasonably deems appropriate without the foregoing notice or other restrictions. If in any audit County determines that any dishonest acts occurred, Service Provider shall reimburse County for any costs incurred in such audit and County may conduct a follow-up audit when reasonably deemed appropriate by County. Service Provider shall respond promptly to any conclusions and recommendations reported as part of an audit.
- (d) **Payments.** If an audit reveals that Service Provider has overcharged County for Services during the audited period in an amount equal to or in

excess of three percent (3%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County. If the audit reveals that Service Provider has overcharged County in an amount equal to or in excess of ten percent (10%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County and pay an additional amount equal to twenty-five percent (25%) of the overcharged amount. The calculation of overcharges shall be calculated based upon each Service Agreement, and not on a cumulative basis. Service Provider shall pay such amount to County within thirty (30) days following County's written request.

- (e) **Survival.** This Article shall survive the expiration or earlier termination of the Term and shall continue to the third (3rd) anniversary of the expiration or termination of the Master Agreement.

C. SERVICE LEVELS.

1. **Service Level.** Within each Service Agreement, the Parties shall specify such reasonable quantitative levels of performance ("Service Level Standards") for certain specified Services as are deemed useful. Service Level Measurements and Service Level Standards shall be specified as described in Appendix A. With respect to each Service which has one or more associated Service Level Measurements, Service Provider shall provide such Service throughout the Term in such a manner that the associated Service Level Measurements shall meet or exceed the associated Service Level Standards.
2. **Review of Service Levels.** Within six (6) months after the initiation of Services under a Service Agreement, and every three (3) months thereafter (until such a time as the Parties mutually agree that a less frequent review period is necessary), the parties shall jointly review the Service Level Standards and adjust them to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services. Throughout the Term, Service Provider shall identify and notify County of Commercially Reasonable Efforts used to improve its performance as measured by the Service Level Measurements and reduce its costs.
3. **Measurement and Monitoring Tools.** As part of the Services throughout the Term, and at no additional cost to County, Service Provider shall implement any measurement and monitoring tools and procedures necessary to measure its performance of the Services and compare such performance to that required by the Service Agreements (including the calculation of Service Level Measurements, the comparison of Service Level Measurements to Service Level Standards, and the calculation of associated Service Level Credits (if any)). Upon County's written request, Service Provider shall provide County or its auditors

with any information and access to the measurement and monitoring tools necessary to verify compliance by Service Provider with the Service Agreements.

4. **Failure to Meet Service Levels.** (a) Service Provider acknowledges that its failure to meet one or more Service Level Standards may have a material adverse effect on the business and operations of County. Accordingly, if Service Provider fails to meet a Service Level Standard, County shall recover the applicable amount specified in each Service Agreement ("Service Level Credits"). (b) Service Provider shall remit Service Credits to County within thirty (30) days after the end of the month in which such failure occurred, or, at County's option, Service Provider shall deduct the Service Credits from the next succeeding invoice or other amounts due to Service Provider. (c) Regardless of whether County recovers Service Credits owed with respect to any failure, County shall also have any remedies available to County under this Master Agreement or any Service Agreement, at law or in equity, including the right to terminate this Master Agreement or any Service Agreement for cause. (d) Each time Service Provider fails to meet a Service Level Standard, Service Provider shall: (i) promptly investigate the cause(s) of the failure and deliver to County a written report identifying such cause(s) in the form requested by County or as specified in a Service Agreement; (ii) use all Commercially Reasonable Efforts to correct the problem and to begin meeting such Service Level Standard as soon as practicable; and (iii) at County's request, advise County of the status of such corrective efforts. (f) All Service Level Standards and applicable Service Credits remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem. (g) If any failure to meet a Service Level Standard is directly and solely attributable to a Force Majeure Event or actions or omissions of County or a breach by County of this Master Agreement or a Service Agreement, County shall not be entitled to a Service Credit
5. **Performance Standards.** (a) With respect to any Service or obligation which does not have an associated Service Level Standard, Service Provider shall perform such Service with a level of quality, timeliness, and cost efficiency that meets (i) the level of performance by County or any third party providing such services for County immediately before the applicable Service Agreement Effective Date, and (ii) the level of performance expected for an experienced outsourcing company providing services similar to the Services using prompt, diligent, cost-effective efforts in a professional manner using qualified, experienced individuals ("Performance Standards"). Each time Service Provider fails to meet any Performance Standards, Service Provider shall: (i) promptly advise the County and investigate the causes; and (ii) use all Commercially Reasonable Efforts to correct the problem and to begin performing such obligation in the required manner as soon as practicable but in any event within thirty (30) days of such failure. All Performance Standards remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem. (b) Regardless of whether there exists an

associated Service Level Standard, Service Provider shall perform all Services and obligations promptly, diligently and cost-effectively, in a professional manner, using qualified, experienced individuals and use Commercially Reasonable Efforts to perform the Services and obligations in an effort to reduce charges payable by County hereunder while still meeting the required levels of quality and performance.

D. SUBCONTRACTING.

1. **Approval required.** Service Provider shall not delegate or subcontract any of its material obligations under this Master Agreement or any Service Agreement by way of a material subcontract ("Material Subcontract") without the prior written consent of County (acting through the County Commissioners Court), which may be withheld in County's sole discretion. Notwithstanding the preceding sentence, but subject to this subpart's provisions hereinbelow, Service Provider may use, in the ordinary course of business, third party service providers or products pursuant to subcontracts which, when combined with any related subcontracts, involve the payment of no more than \$100,000 in any twelve month period. A subcontract involving the payment of more than \$100,000 in any twelve-month period shall be a "Material Subcontract". Notwithstanding any other provision in this Section, all subcontractors shall be required to execute documents binding the subcontractor to confidentiality and non-disclosure agreements that are at least as protective as this Agreement with respect to confidentiality of County Confidential Information. The availability of a subcontractor to provide Services shall be evaluated as if the owners, directors, officers and employees of the subcontractor were employees of County and, as such, subject to all of County's rules and regulations.
2. **Approval Process.** If Service Provider desires to enter into a Material Subcontract, it shall submit to County in writing a proposal specifying the tasks Service Provider proposes to subcontract, the reason for using a subcontractor, the identity and qualifications of the proposed subcontractor, and any other information reasonably requested by County or necessary to fully inform the County's approval of the subcontractor. If the use of such subcontractor is approved by Commissioners Court, Service Provider shall include in such subcontract provisions naming County as an intended third-party beneficiary, Confidentiality, Audit and Performance Standards provisions substantially similar to those contained herein, and any other provisions necessary for Service Provider to fulfill its obligations under this Master Agreement or any Service Agreement and provide County with a copy of each Material Subcontract. Such subcontract provisions shall also include the option of County to assume each Material Subcontract in the event County terminates this Master Agreement or a Service Agreement. In addition, Service Provider shall not disclose any County Confidential Information to such subcontractor until such subcontractor has agreed in writing to assume the Confidentiality obligations described herein.

3. **Revocation.** County may revoke approval of a subcontractor previously approved, or object to Service Provider's use of a subcontractor for which County's approval was not required, if the subcontractor's performance has been materially deficient, good-faith doubt exists concerning the subcontractor's ability to render future performance, or there have been material misrepresentations by or concerning the subcontractor. Upon such revocation, Service Provider shall prevent such subcontractor from performing the Services.
4. **Liability.** Service Provider shall remain liable for obligations performed by subcontractors to the same extent as if a Service Provider employee had performed such obligations, and for purposes of this Master Agreement such work shall be deemed work performed by Service Provider. If a subcontractor breaches a Material Subcontract, or is alleged to have breached a Material Subcontract, Service Provider shall notify County and provide County with such information relating to the alleged breach as County may reasonably request.
5. **Limitation.** At no time shall Service Provider retain individual independent contractors for provision of the Services in excess of twenty-five percent (25%) of the number of personnel involved in providing the Services under each Services Agreement entered into after the Effective Date of this Agreement, without the prior written approval of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) in a Service Agreement.

E. PERSONNEL.

1. **Contract Manager, Project Manager.** County and Service Provider shall each designate an individual as the primary contact for such Party with respect to all matters relating to this Master Agreement (the "Contract Manager" or "Master Agreement Manager"). County and Service Provider shall also designate an individual as the primary contact for such Party with respect to each Service Agreement (the "Project Manager" or "Service Agreement Manager"). County and Service Provider may change these designations from time to time, providing such advance notice as the circumstances require to avoid adverse impact upon the Services.
2. **Offers and Terms of Employment.** (a) Each Service Agreement will specify the employees of County, or any existing outsourcing service providers, to whom Service Provider shall offer employment. (b) If permissible under Service Providers standard policies and procedures, Service Provider shall give each such employee who accepts such offer and becomes an employee of Service Provider ("Transferred Employee") credit for years of service at County or elsewhere to the same extent that County had given credit for that employee's years of service under a similar type plan, for the following seniority based programs: vacation, enhanced parental leave, discounted stock purchase plan, severance. If permissible under applicable legislation governing qualified

retirement plans, Transferred Employees shall receive credit for such years of service solely for purposes of determining eligibility to participate (if there is a service requirement for participation) and vesting (if applicable) for the following retirement benefit programs: 401(k) savings and profit sharing, pension, retiree medical. If possible, any pre-existing condition limitations and waiting periods under Service Provider benefit plans shall be waived for all Transferred Employees. Service Provider shall grant each Transferred Employee the same rights and opportunities for advancement as comparable employees currently employed by Service Provider. (c) A Service Agreement may designate certain Transferred Employees who are critical to providing Services. Unless consented to by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), consent of which shall not be unreasonable withheld or delayed, Service Provider shall not, for the period specified in the Service Agreement, either (i) terminate the employment of such Transferred Employee except for cause, or (ii) transfer such Transferred Employee from the County account.

3. **Service Provider Positions.** (a) A Service Agreement may designate certain full-time Service Provider personnel positions (the "Service Provider Positions") which are essential to providing the Services throughout the Term. County may change or update the Service Provider Positions from time to time during the Term, provided that, unless otherwise agreed by the parties, the number of Service Provider Positions shall not exceed the number listed in the applicable Service Agreement. Service Provider shall cause the personnel filling the Service Provider Positions to devote full time and effort to the provision of the Services. (b) The individuals who will fill the Service Provider Positions on the Effective Date shall be listed in the applicable Service Agreement. From the date an individual first fills a Service Provider Position until completion of the period associated with the Service Provider Position in such Service Agreement, Service Provider shall notify County reasonably in advance of any decision by Service Provider to (i) terminate the employment of any individual originally or subsequently filling such Service Provider Position except for cause, or (ii) transfer such individual from such Service Provider Position. In any such case, Service Provider shall reasonably consider any concerns expressed by County with respect to such proposed action. In order to provide continuity to the project, Service Provider shall provide reasonable notice to County prior to the transfer of an individual from a Service Provider Position to the account of another governmental entity in Texas during the applicable Service Agreement Term. (c) Before assigning an individual to fill a Service Provider Position, Service Provider shall notify County of the proposed assignment, shall introduce the individual to appropriate County representatives, and shall provide County with a resume and such other information as County may reasonably request. If County objects to the proposed assignment within ten (10) business days after being notified thereof, Service Provider shall discuss such objections with County and attempt to resolve them on a mutually agreeable basis. If County continues to object to

the proposed assignment, Service Provider shall not assign the individual to that position and shall promptly propose another individual to fill the Service Provider Position.

4. **Service Provider Employees Assigned to County Account.** (a) Under any Service Agreement, County shall have the right to notify Service Provider if County determines that the continued assignment to the County account of any Service Provider employee is not in the best interests of County. Upon receipt of such notice, Service Provider shall have a reasonable time period to investigate the matters stated therein, discuss its findings with County, and attempt to resolve such matters in a manner acceptable to County. Upon County's subsequent written request, Service Provider shall promptly remove any Service Provider employee, including the Service Provider's Contract Manager or Service Agreement Managers, from the County account and, if appropriate or necessary, replace such Service Provider employee with a suitable replacement in a prudent manner so as not to interrupt or adversely affect the Services. (b) If Service Provider fails to meet the Performance Standards or Service Level Standards persistently or continuously, and if County reasonably believes such failure is attributable in whole or in part to Service Provider's assignment, reassignment, or other changes in the human resources allocated by Service Provider to the delivery of the Services, County will notify Service Provider of such belief. Upon receipt of such notice from County, Service Provider (i) will promptly meet with County to discuss the matters raised by County in its notice and Service Provider's positions with regard to such matters; and (ii) will diligently work to eliminate with respect to the Services any such Service Provider human resource practices identified and agreed to by the Parties as adversely impacting the delivery of the Services by Service Provider.
5. **Independent Contractor Relationship.** Service Provider's relationship to County in the performance of this Contract is that of an Independent Service Provider. The personnel performing Services under this Contract shall at all times be under Service Provider's exclusive direction and control and shall be employees or subcontractors of Service Provider and not employees of County. Service Provider shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any subcontractor or supplier of Service Provider and County by virtue of this Contract. No provision of this Contract shall be for the benefit of any party except County and Service Provider and their respective assignees or beneficiaries. Service Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as Social Security, Income Tax Withholding, Unemployment Compensation, Workers' Compensation and similar matters. Service Provider agrees to comply with all federal, state, and local employment and labor laws, statutes, and ordinances.

6. **Non-Hiring of Employees.** Except as specifically provided in this Agreement or any Service Agreement, during the term of this Agreement and any extension hereof, neither party, nor any related or affiliated organization over which a party has control, shall offer to hire, hire or in any way employ or compensate, any employee of, or persons who have been employed during any term hereof by, the other party without the prior written consent of the other party. Notwithstanding the foregoing, the following exceptions shall apply: (a) At the termination of this Master Agreement and for six (6) months prior to the end of the Term or any Renewal, County may solicit, interview, offer to hire, hire or employ Service Provider employees, other than the Service Provider Contract Manager or other designated key employees ("Key Employees") as defined in Exhibit A of any Service Agreement, who are at the time of termination permanently assigned to, or who previously worked at, the County's site; and (b) Either Service Provider or the County may hire or solicit for hiring any employee who is no longer employed by the other and whose employment with the other had ended for a period of six (6) months or more prior to the date of the offer of employment by such other party.
7. **Benefits to Service Provider Employees.** All Service Provider employees assigned to and located at County's site shall be entitled to receive, during the period in which he or she is assigned to and located at County's site, benefits and discounts typically received by employees of County (e.g., parking, bus passes), to the extent permitted by law and to the same extent as if such employee was an employee of County. Notwithstanding the foregoing, County shall not be obligated to provide such Service Provider employees with such benefits if County is responsible to contribute any amounts on behalf of such employees or if the provision of such benefits or discounts to Service Provider employees would result in a lesser number of such benefit or discount for other County employees.

F. MIGRATION OF SERVICES.

1. If any migration of Services is to occur under a Service Agreement, they will occur pursuant to Migration Plans approved by County (acting through the County Commissioners Court) pursuant to Appendix B.

PART III: PAYMENTS.

1. **Charges.** Subject to the other provisions of this Master Agreement, County shall pay to Service Provider the amounts set forth in each Service Agreement as payment in full for the Services under such Service Agreement performed by Service Provider during the Term (the "Charges"). Except as otherwise expressly set forth in this Master Agreement, County shall not be obligated to pay any amounts to Service Provider for its performance of the Services and its other obligations under this Master Agreement other than the amounts set forth in the Service Agreements. Without limiting the foregoing, County shall not be required

to reimburse Service Provider for any expenses Service Provider incurs in performing the Services and such obligations, including, without limitation, travel and lodging, document reproduction and shipping. If a Service Agreement Term is renewed pursuant to the applicable terms of such Service Agreement, the Charges last set forth in such Service Agreements shall continue to apply during the renewal period(s).

2. **Pass-Through Expenses.** (a) Service Provider shall review for accuracy each third party invoice for any Pass-Through Expenses and shall pay when due to such third party all valid amounts set forth on such invoice. Service Provider shall include the amount of such payment on its next invoice to County and shall include with such invoice a copy of the third party invoice. Service Provider shall not charge County any profit, administrative fee, or overhead charge with respect to such Pass-Through Expenses. Pass-Through Expenses must be approved in advance by County's Project Manager. (b) Service Provider shall use all Commercially Reasonable Efforts to minimize the amount of Pass-Through Expenses, including, with respect to any materials or supplies supplied by Service Provider to County, providing to County the benefit of any specialized pricing / economies of scale available to Service Provider. Except where specific materials and services have been specially recommended by Service Provider to fulfill specialized needs, with respect to materials or services paid for on a Pass-Through Expenses basis, County shall have the right to: (i) obtain such materials or services directly from a third party; (ii) designate the third party source for such materials or services; (iii) designate the particular materials or services Service Provider shall obtain; (iv) request Service Provider to identify and consider multiple sources for such materials or services; (v) review and approve the Pass-Through Expense for such materials or services before Service Provider enters into a subcontract for such materials or services; and (vi) reject any third party providing pass-through materials or services pertaining to the Services.
3. **Charges Pursuant to Service Agreement Modifications.** (a) To the extent the proposed change or addition can be accommodated within the existing level of resources then being used by Service Provider to provide the Services and without degradation to existing performance in relation to Service Level Standards (unless otherwise agreed by County Commissioners Court in writing), the Charges payable by County under the applicable Service Agreement shall not be increased. (b) To the extent the proposed change or addition will lower Service Provider's cost to provide the Services thereafter, the applicable charges payable by County shall be equitably adjusted to reflect such projected cost savings. (c) To the extent the proposed change or addition will require the addition or subtraction of resources for which a pricing basis exists under this Master Agreement, the resulting change to the Charges payable by County hereunder shall be recalculated higher or lower in accordance with that pricing basis.

4. **Most Favored Status.** Charges payable from time to time by County under each Service Agreement shall not exceed those then paid by other similarly situated Service Provider Customers in the United States under contracts signed after the Effective Date of the Master Agreement, said contracts being those in which Service Provider provides services, similar in type, scope of services, and economies of scale, to the Services described in a Service Agreement under the same or similar terms and conditions. Charges payable from time to time by County for Service Provider Software, and other Service Provider individual products and tools, said Service Provider Software and products and tools not referenced in this Agreement as of the Effective Date of this Agreement, shall not exceed those then paid by other Service Provider Customers in the United States. If the prices charged to another Service Provider Customer in the United States are, considering the foregoing, appreciably lower than the charges to County under any Service Agreement, then the charges to County shall be equitably adjusted to provide County the benefit of such lower charges for such Service Agreement, effective on the date when such lower charges to the other Service Provider Customer first invoiced. Service Provider shall provide to County's auditors the information reasonably necessary for County to verify such compliance. The auditors shall inform County and Service Provider whether Service Provider's charges comply with this Section, but shall keep in strict confidence all information necessary to provide such verification.
5. **Interest.** Without waiving any other right, balances of any kind past due in excess of thirty (30) days shall bear interest at the rate established by Tex. Gov't Code § 2251.001 et seq.
6. **Invoices.** Service Provider shall issue to County, on a monthly basis in arrears, one (1) consolidated invoice for all amounts due under each Service Agreement with respect to Services rendered in the previous month. Each invoice shall separately state Charges for each category of Service, reimbursable expenses and taxes payable, and shall otherwise be in such detail as County may require for its internal accounting needs.
7. **Payment.** Subject to the section entitled "Setoff and Withholding," each properly documented and approved invoice shall be due and payable within thirty (30) days after the date such invoice is received by the applicable County Contract Manager. County reserves the right to correct any error that may be discovered in any invoice that may have been previously paid to Service Provider and to adjust the same to meet the requirements of the Master Agreement or any Service Agreement.

To the extent County is entitled to a credit pursuant to this Master Agreement or any Service Agreement, Service Provider shall provide County with such credit on the first invoice delivered after such credit is earned.

8. **Proration.** All periodic charges under this Master Agreement (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.
9. **Refunds.** If either Party should receive a refund, credit or other rebate for goods or services paid for by the other Party, the recipient of such refund, credit or rebate shall promptly notify the other Party and shall pay such amount, with interest, to the other Party (or, if applicable, provide a credit on the next delivered invoice) within thirty (30) days after receipt thereof.
10. **Setoff and Withholding.** Notwithstanding any other provision of this Master Agreement, a Party who is owed any amount by the other Party may, at its option, set off that amount as a credit against any amounts it otherwise owes to the other Party. If County disputes in good faith any portion of an invoice, County shall pay the undisputed dollar amount of such invoice when due and may, at its option, withhold the disputed portion pending resolution of the dispute by mutual agreement or pursuant to the subpart entitled "Dispute Resolution." To the extent allowed by law, no interest shall become due on amounts to be paid by County which are disputed by County in good faith. If County withholds any payment pursuant to this section, County shall notify Service Provider of the basis for such withholding. Upon resolution of the dispute, County shall pay to Service Provider such portion, if any, of the disputed amount determined to be owing to Service Provider.
11. **Taxes.**
 - (a) Each Party shall pay any real property taxes or personal property taxes on property it owns or any other taxes, fees or costs related to Equipment used as a part of any Service Agreement. If County purchases any Equipment from Service Provider on the expiration or earlier termination of a Service Agreement, all unpaid personal property taxes shall be paid by Service Provider, with such Service Provider paying the taxes allocable to the period before the date County purchases the Equipment.
 - (b) Absent applicability (and perfection, if necessary) of any exemption, Service Provider shall pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Service Provider in connection with the Services.
 - (c) The Parties shall cooperate with each other to enable the Parties to determine accurately their respective tax liabilities, if any, and to reduce such liabilities to the extent permitted by law. Service Provider shall provide to County any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of

Equipment and services, and such other similar information as County may reasonably request.

PART IV: INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.

A. CONFIDENTIALITY.

1. **Definition.** "Confidential Information" means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, Service Provider Software, County Data, County Software, the terms of this Master Agreement, and information: (i) relating to the Disclosing Party's current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (ii) relating to the Disclosing Party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the Disclosing Party's clients, customers or Service Providers; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.
2. **Exceptions.** Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish: (A) has become generally available to the public or commonly known in either Party's business other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (B) was known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party by reason other than having been previously disclosed in confidence to the Receiving Party; (C) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; (D) was independently developed by the Receiving Party without any recourse to any part of the Confidential Information; or (E) in the case of County, any information related to the Services which County has publicly disclosed in connection with an RFP for information technology services, including, without limitation, information of an operational, technical or financial nature related to County.
3. **Use of Confidential Information.** (a) During the Term, the Receiving Party may: (i) disclose Confidential Information received from the Disclosing Party only to its employees, officers, directors, attorneys, and subcontractors who have a need to know such information exclusively for the purpose of performing this Master Agreement and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, or who are subject to

other equivalent means to ensure confidentiality; (ii) reproduce the Confidential Information received from the Disclosing Party only as required to perform this Master Agreement; and (iii) disclose Confidential Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. (b) Except as otherwise specifically provided in this Master Agreement, the Receiving Party shall not during the Term and after expiration or earlier termination hereof: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing Party; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

4. **Care.** The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.
5. **Return of Confidential Information.** Immediately upon the Disclosing Party's request, and at the expiration or earlier termination of this Master Agreement or any applicable Service Agreement, the Receiving Party shall return or destroy all materials containing Confidential Information, including, without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.
6. **Ownership of County Data.** All County Data shall remain the property of County. The County Data shall not be used by Service Provider other than in connection with providing the Services, disclosed, sold, assigned, leased or otherwise provided to third parties by Service Provider, or commercially exploited by or on behalf of Service Provider, its employees or agents. Service Provider will not delete or destroy any County Data or media on which County Data resides without prior written authorization from County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager). At no cost to County, Service Provider shall upon request promptly return to County, in the format and on the media in use as of the date of request, all or any requested portion of any County Data it may possess or control.
7. **Security.** Service Provider will comply with the security procedures that are in effect during the Term of this Master Agreement for the security of County's facilities and County Data, as provided to Service Provider in writing. Since Service Provider personnel may have the ability to defeat systems security provisions on devices containing attorney-client privileged or attorney work

product materials, Service Provider covenants that it shall not access such County Data or assert waiver of these protections by virtue of its access.

8. **Indemnity.** EITHER PARTY SHALL INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LOSS RESULTING FROM A BREACH BY SERVICE PROVIDER OR COUNTY, OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER THIS SECTION.
9. **Survival; Severability.** The provisions of this section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

B. INTELLECTUAL PROPERTY RIGHTS.

1. **County Software.** Each Service Agreement shall identify the County Software, if any, that Service Provider is authorized to use to perform the Services and specify the rights of Service Provider to use the County Software for the benefit of the County.
2. **Service Provider Software.** (a) Each Service Agreement will identify any Service Provider Software that will be used to provide the Services. Without the fully informed written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) and Service Provider shall not use in performing the Services any Service Provider Software that is not commercially available to County. (b) Service Provider shall install, operate and maintain at its expense any Service Provider Software needed to provide the Services. As of the applicable Service Agreement Effective Date, Service Provider grants to County and its contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to perform any Services permitted by this Master Agreement or any Service Agreement, a worldwide, perpetual, royalty free, nonexclusive license to use and modify Service Provider Software for the sole and exclusive benefit of County. (c) Except for the foregoing license, Service Provider retains all right, title and interest in and to the Service Provider Software.
3. **Third Party Software.** Each Service Agreement shall identify any Third Party Software, and, unless otherwise stated in such Service Agreement, Service Provider shall, to the extent necessary to provide the Services: (i) maintain (and upgrade as necessary) licenses and maintenance agreements for Third Party Software Licenses used by County on the Service Agreement Effective Date; (ii) obtain licensed authorization for use and disclosure of Third Party Software by and to Service Provider's employees or agents; and (iii) install fixes, modifications, releases or versions of Third Party Software which are identified by the licensor of Third Party Software as required to make the Third Party Software Year 2000 Compliant and to otherwise function as intended. Service

Provider shall not use in performing the Services any Third Party Software unless the fully informed consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) has been tendered and such Third Party Software was commercially available to County when selected.

4. **Work Product.** (a) Service Provider shall be the sole and exclusive owner of all work product owned by it as of each applicable Service Agreement Effective Date ("Service Provider Work Product"). (b) County shall be the sole and exclusive owner of any reports, manuals and other work product prepared by Service Provider pursuant to a Service Agreement and of any enhancements to and modifications of County Software implemented pursuant to a Service Agreement ("County Work Product"). In addition, as between County and Service Provider, to the extent possible, County shall be the sole and exclusive owner of any enhancements to and modifications of Third Party Software implemented pursuant to a Service Agreement. All County Work Product described in this subsection (b) shall be considered instantly vested and fully owned by County as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such County Work Product is not considered a work made for hire under applicable law, Service Provider hereby irrevocably assigns to County all of Service Provider's right, title and interest in and to such County Work Product. Service Provider shall execute any documents and take any other actions reasonably requested by County to accomplish the purposes of this Section. If for any reason County fails to obtain ownership of the County Work Product and such ownership is vested in Service Provider or its employees or agents, Service Provider agrees to (i) promptly and legally transfer such work product to County wherever possible and (ii) wherever not possible, promptly grant to County a perpetual, exclusive, royalty-free and world-wide license to use the County Work Product for any purpose, and to assign and sublicense its license rights.
5. **Use of Concepts.** Nothing in this Master Agreement shall restrict a Party from the use of any ideas, concepts, know-how, methods or techniques relating to information technology services that such Party, individually or jointly, develops or discloses under this Master Agreement or any Service Agreement or obtains from third parties, except to the extent that such use infringes the other Party's patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other Party's Confidential Information.
6. **Non-Infringement.** Both Parties shall perform their respective obligations under this Master Agreement and all Service Agreements in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party. Service Provider represents that, to its knowledge, as advised by counsel, the Service Provider Software and the Services performed by Service Provider do not, and will not, infringe any patent, copyright, trade secret or any other intellectual property interest owned or controlled by any other person.

7. **Viruses.** Service Provider shall use all Commercially Reasonable Efforts to ensure that no Viruses are coded or introduced into the systems used to provide the Services. If a Virus is introduced either by Service Provider or as a result of the negligent performance of the Services by Service Provider, Service Provider shall at its expense eliminate the Virus and mitigate any losses caused by the Virus.
8. **Disabling Code.** Service Provider shall not knowingly insert into any Software any code that would have the effect of disabling any Software, Equipment or Services. With respect to any disabling code that may be part of the Software, Service Provider shall not invoke such disabling code at any time for any reason. If, at any time, the licensor of any Third Party Software shall invoke or threaten to invoke any disabling code in Third Party Software licensed to Service Provider which could adversely affect the Services, Service Provider shall use its best efforts to preclude such action on the part of such licensor.

PART V: INSURANCE, LIMITATIONS, WARRANTIES AND INDEMNIFICATION.

A. INSURANCE.

1. **Insurance Required.** The County shall require the Service Provider to obtain and maintain certain policies of insurance as set forth below. Failure to comply with lawful insurance requirements, including those specified in this Agreement, or failure to comply with the performance bond requirements specified in this Agreement, may result in delay of payments and/or cancellation of the Contract. The parties agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met.
2. **Coverage:** Service Provider shall obtain prior to the commencement of services and maintain for the duration of the Contract the following insurance:
 - (a) **Workers Compensation:** Service Provider shall maintain workers' compensation or self-insured employee injury benefits coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.
 - (b) **Commercial General Liability:** Service Provider shall maintain commercial general liability insurance with limits of liability of no less than \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, and \$2,000,000 general aggregate. Such insurance shall be occurrence-based, and not claims-made, coverage. Such commercial general liability insurance shall provide coverage for bodily injury, broad form property damage, personal injury, products and completed operations, and blanket contractual liability. Such commercial general

liability insurance shall (1) name County as an additional named insured; and (2) contain a waiver of subrogation in favor of County to the extent of Service Provider's liability under this Agreement.

- (c) **Information Technology Errors and Omissions Liability:** Service Provider shall self-insure for information technology errors and omissions with limits of liability of no less than \$10,000,000 per claim and \$10,000,000 general aggregate.
 - (d) [Note: this blank section would be removed in the final executed document.].
 - (e) **Crime Policy:** Service Provider shall self-insure for crime coverage for employee dishonesty with limits of liability of no less than \$10,000,000.
 - (f) **Automobile Liability:** Service Provider shall maintain commercial/business automobile liability insurance with limits of liability of no less than \$100,000/\$300,000/\$100,000 for bodily injury and property damage (combined single limit) or \$400,000 each occurrence (combined single limit) with respect to the Service Provider's owned, hired and non-owned vehicles assigned to or used in performance of this Contract. Such commercial/business automobile liability insurance shall (1) name County as an additional named insured; and (2) contain a waiver of subrogation in favor of County to the extent of Service Provider's liability under this Agreement.
 - (g) **Property Insurance:** Service Provider shall self-insure replacement cost property insurance on all personal property, including but not limited to intellectual property that Service Provider, its employees or subcontractors shall have or maintain on or within the Building. Service Provider covenants and agrees that in the event of any damage or destruction of such property that Service Provider, its employees and subcontractors shall look solely to such insurance for recovery of any and all costs, expenses or damages to or resulting from such property, without cost or contribution from County.
3. **Proof of Insurance.** Prospective Service Providers to whom award of contract is under consideration, shall submit to the County a properly executed Certificate of Insurance from the insurance carrier, including any fronting carriers, of such insurance coverages in accordance with the insurance requirements set forth in the Contract Documents prior to award of Contract. Service Provider shall not be required to provide Certificates of Insurance for the coverages that are self-insured (Information Technology Errors and Omissions, Crime, and Property) unless such coverages are provided by fronting carriers. Prior to the initial performance of any services under this Contract by Service Provider, but not less than thirty (30) days after execution of this Contract, and not less than thirty (30)

days after each one-year anniversary of execution of this Contract, Service Provider shall permit County to review its insurance policies including any fronting policies. A certificate of insurance, whether from an insurance agent or an insurance carrier, will not be accepted by the County as evidence of insurance or as compliance with the insurance requirements set forth under this Contract. Service Provider and/or its freight contractors must be prepared to show coverage verification prior to entering County premises.

4. **Approval of Forms and Companies:** All insurance described herein shall be provided by an insurance company or companies acceptable to County and licensed to provide insurance within the State of Texas. An insurance carrier is acceptable only if its present rating by A.M. Best is "A" or better. The use of fronting policies or surplus lines carriers must be approved by County counsel.
5. **Additional Insured Endorsements:** All policies noted above requiring the County to be named as an additional insured shall be endorsed to name the following as additional insureds as respects the operations performed by or on behalf of the Service Provider in performance of any work, occupation of any County real property or item for which indemnification is given: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns. All such additional insured endorsements shall be limited to the extent of Service Providers liability under the Agreement.
6. **Other Insurance Clauses:** All policies noted above shall be endorsed to provide that any "other insurance" clause shall not apply to other insurance policies held by any of the following: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns.
7. **Deductibles:** Service Provider shall be solely and independently responsible for the payment of all deductible or self-insured amounts in the event of a covered claim.
8. **Notice of Cancellation or Material Change:** All policies noted above shall specifically provide that thirty (30) days notice shall be given to the County for cancellation, non-renewal or material change. Such notice shall be sent to the County at the following address: Dallas County, Administration Building, 411 Elm Street, Dallas, Texas, 75202, Attn: Contract Manager IT Service Agreement, with a copy to the County Auditor.
9. **Subcontractors:** In the event that any of the Services provided under this Contract are subcontracted by Service Provider, Service Provider shall ensure that all subcontractors are protected by insurance of the types and with limits of liability as the Service Provider shall deem appropriate and adequate. The

Service Provider shall furnish to the County all certificates of insurance evidencing a subcontractor's insurance coverage.

10. **Premiums:** Insurance companies issuing the insurance policies and the Service Provider shall have no recourse against the County for payment of any premiums or assessments. All premiums and assessments due under any policies issued to the Service Provider are the sole responsibility and risk of the Service Provider.
11. **Waiver of Subrogation:** With respect to all policies noted above required to contain a waiver of subrogation, Service Provider agrees to have an endorsement placed on each policy waiving the insurance company's subrogation interest for injuries, death, property damage or any other loss against the following: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns. Such waiver of subrogation endorsements shall be limited to the extent of Service Provider's liability under the Agreement.
12. **Cross-Liability Endorsements:** All policies noted above required to contain a cross-liability endorsement shall include the following text:

It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as an insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy.
13. **Liability.** Service Provider expressly agrees that it is solely responsible for all damages to the County resulting from Service Provider's failure to comply with any term of the insurance requirements of this Contract to the extent that such damages are to be borne by Service Provider under the specific terms of the Contract and the liabilities assumed and indemnities granted by the Service Provider under the Contract.

B. REPRESENTATIONS.

1. **Mutual Representations.** Each Party represents and warrants that, as of the Effective Date and each Service Agreement Effective Date:

- (a) It has all necessary corporate power and authority to enter into this Master Agreement and each Service Agreement and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Service Agreement and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.

2. **Service Provider Representations.** As of the Effective Date and continuing throughout the Term and each Service Agreement Term, Service Provider represents and warrants to County that:

- (a) It has and shall have the right and authority to use the Service Provider Software and Third Party Software to provide Services and to grant to County the licenses to the Service Provider Software and Third Party Software described in each Service Agreement.
- (b) It is not a party to, and is not bound or affected by or subject to, any instrument, agreement, charter or by-law provision, law, rule, regulation, judgment or order which would be contravened or breached as a result of the execution of this Master Agreement, consummation of the transactions contemplated by this Master Agreement, or execution of any Service Agreement.
- (c) It is not the subject of any pending or threatened litigation (including claims subject to mediation or arbitration) arising from an outsourcing relationship similar to the relationship contemplated by this Master Agreement or any Service Agreement.
- (d) Service Provider (a) has, and each of the Service Provider employees and subcontractors that it will use to provide and perform the Services has, the necessary knowledge, skills, experience, rights and resources to provide and perform the Services in accordance with the Agreement; (b) it has successfully provided and performed the Services or services that are substantially equivalent to the Services for other Customers of Service Provider; and (c) the services will be performed in a prompt, diligent, professional manner using qualified, experienced individuals, and at a minimum, in accordance with preferred industry standards applicable to the performance of such Services.
- (e) All Service Provider Software, and the computing environment operated managed or maintained by Service Provider (including all hardware, peripherals, Service Provider Software and Third Party Software) (the "Service Provider Environment"), is, and shall remain throughout each Service Agreement Term, Year 2000 Compliant.

- (f) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR ANY SCHEDULE ATTACHED HERETO, SERVICE PROVIDER MAKES NO WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (g) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement.

3. **RFP and Due Diligence Assistance.** If, at any time during the Term, County issues a request for proposal to one or more services providers for the provision of all or any part of the Services, Service Provider shall cooperate with County by (i) providing to such third party providers reasonable access to personnel and information, and (ii) participating in a reasonable due diligence process for the benefit of County in connection with the request for proposals. Service Provider's obligations are subject to (i) the agreement of County and such third party providers to reasonable confidentiality restrictions, generally in accordance with those contained in this Master Agreement, and (ii) the condition that such activities shall not adversely affect County's or Service Provider's normal business.

C. LIMITATION OF LIABILITY.

1. **Damages.** Subject only to the limitations set forth in this Article, a Party who breaches any of its obligations under this Master Agreement or any Service Agreement shall be liable to the other for any damages actually incurred by the other as a result of such breach.
2. **Limit on Types of Damages Recoverable.** (a) EXCEPT AS SET FORTH IN CLAUSE (b) BELOW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) The exclusion set forth in clause (a) shall not apply to (i) Losses otherwise recoverable by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a Party of its obligations with respect to Confidential Information, (iii) damages caused by a Party's intentional or willful acts or willful misconduct..
3. **Limit on Amount of Direct Damages Recoverable.** (a) County's liability to Service Provider for any breach arising out of or resulting from County's performance or non-performance of its obligations under this Master Agreement

or any Service Agreement shall be limited in all cases to direct damages which in the aggregate shall not exceed any amounts payable by County for Services rendered by Service Provider in accordance with this Master Agreement and any applicable Service Agreement plus the amount, if any, payable by County upon a termination of the applicable Service Agreement(s) pursuant to provisions relating to "Termination for Convenience." (b) The foregoing limitations shall not apply to losses or damages attributable to (i) claims by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a party of its obligations for intentional acts with respect to the other Party's Confidential Information, (iii) claims arising out of a Party's intentional or willful acts or willful misconduct, or (iv) amounts payable to County as credits against Charges. (c) Each Party shall have a duty to use reasonable efforts to mitigate damages for which the other Party is liable. AS A SEPARATE AND INDEPENDENT LIMITATION ON SERVICE PROVIDER'S LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER'S TOTAL AND CUMULATIVE LIABILITY TO COUNTY AND ANY OTHER PERSON OR ENTITY (INCLUDING EMPLOYEES, AND AGENTS) SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE FOLLOWING: (1) THE AMOUNT PAYABLE BY COUNTY FOR SERVICES RENDERED BY SERVICE PROVIDER IN ACCORDANCE WITH THIS MASTER AGREEMENT DURING THE TWENTY-FOUR (24) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURRED; OR (2) IF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURS DURING THE FIRST TWENTY-FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER AGREEMENT, THEN THE AMOUNT PAYABLE BY COUNTY FOR SERVICES RENDERED BY SERVICE PROVIDER IN ACCORDANCE WITH THIS MASTER AGREEMENT DURING THE TWENTY-FOUR (24) CALENDAR MONTHS IMMEDIATELY AFTER THE EFFECTIVE DATE OF THIS MASTER AGREEMENT.

4. **Force Majeure.** (a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement, if any, to the extent such failure or delay: (i) is caused, without fault by such Party, by fire, flood, earthquake, or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, rebellions or revolutions; quarantines or embargoes; or any other similar cause beyond the reasonable control of such party; and (ii) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means (including, in the case of Service Provider, compliance with Service Provider's obligations with respect to the provision of any disaster recovery services as set forth in any Service Agreement). Events meeting the criteria set forth above are referred to as "Force Majeure Events." (b) Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance for as long as such circumstances prevail and such Party continues to attempt to recommence

performance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other and describe in detail the circumstances causing such delay. (c) If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than two (2) consecutive days, County may, at its option, and in addition to any rights County may have pursuant to the section entitled "Termination Upon Force Majeure Event," procure such Services from an alternate source until Service Provider is again able to provide such Services, and Service Provider shall be liable for all payments made and costs incurred by County required to obtain the Services from such alternate source. County shall continue to pay Service Provider the charges established hereunder during such period, but Service Provider shall not be entitled to any additional payments as a result of the Force Majeure Event. (d) Notwithstanding any other provision of this Section, a Force Majeure Event shall not relieve Service Provider of its obligation to implement successfully all of the Services relating to disaster recovery services that are included in any Service Agreement within the time period described in such Service Agreement.

5. **Actions of Other Party.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement if such failure or delay is caused by the actions or omissions of the other Party or breaches of this Master Agreement or a Service Agreement by the other Party provided that the Party which is unable to perform has provided the other Party with reasonable notice of such non-performance and has used Commercially Reasonable Efforts to perform notwithstanding the actions, omissions or breaches of the other Party.

D. INDEMNIFICATION.

1. **General.** SERVICE PROVIDER AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE COUNTY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE COUNTY COMMISSIONERS COURT, INCLUDING EACH COMMISSIONER AND THE COUNTY JUDGE INDIVIDUALLY, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS AND EXPENSES, INCLUDING ATTORNEYS' FEES, OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY A PERSON OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACTS OR OMISSIONS THAT CONSTITUTES A BREACH BY THE SERVICE PROVIDER OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF THE SERVICE PROVIDER. THIS INDEMNITY SHALL NOT APPLY TO THE PROPORTIONAL EXTENT ANY

NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY, ITS OFFICIALS, EMPLOYEES OR AGENTS CAUSE OR CONTRIBUTE TO ANY CLAIMS. SERVICE PROVIDER FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS OF THIS CONTRACT OR ANY CONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.

2. **Infringement.** SERVICE PROVIDER SHALL DEFEND AT ITS SOLE EXPENSE LEGAL PROCEEDINGS BROUGHT AGAINST COUNTY OR SERVICE PROVIDER CLAIMING A PATENT, COPYRIGHT OR TRADE SECRET INFRINGEMENT IN THE COUNTRY WHERE THE SERVICES ARE DELIVERED THAT IS BASED UPON ANY METHOD, MATERIAL OR EQUIPMENT (EXCLUDING ANY SUCH METHOD, MATERIAL OR EQUIPMENT PROVIDED BY COUNTY TO SERVICE PROVIDER) USED OR PROVIDED BY SERVICE PROVIDER IN PERFORMANCE OF THE SERVICES, AND SERVICE PROVIDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY JUDGMENT BY A COURT OF COMPETENT JURISDICTION FOR DAMAGES ARISING FROM ANY SUCH CLAIM, PROVIDED THAT SERVICE PROVIDER SHALL HAVE NO LIABILITY OR OBLIGATION TO COUNTY UNDER THESE TERMS CONCERNING ANY INFRINGEMENT CLAIM: (A) TO THE EXTENT IT IS BASED UPON SERVICE PROVIDER'S COMPLIANCE WITH COUNTY'S SPECIFICATIONS; (B) UNLESS SERVICE PROVIDER IS NOTIFIED PROMPTLY IN WRITING BY COUNTY OF EACH NOTICE AND COMMUNICATION REGARDING SUCH CLAIM AND IS GIVEN THE COMPLETE AUTHORITY, INFORMATION AND ASSISTANCE NECESSARY FOR SUCH DEFENSE; (C) UNLESS SERVICE PROVIDER IS GIVEN SOLE CONTROL OF THE DEFENSE OF ANY ACTION ON SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE.

COUNTY REPRESENTS AND WARRANTS THAT ANY AND ALL DATA, INFORMATION, DOCUMENTS, MATERIALS, SUPPLIES AND EQUIPMENT PROVIDED BY IT TO SERVICE PROVIDER, OR ANY METHOD, PROCESS OR TECHNIQUE WHICH COUNTY REQUIRES SERVICE PROVIDER TO USE, IS THE RIGHTFUL PROPERTY OF COUNTY AND COUNTY HAS FULL RIGHT TO SUPPLY SUCH ITEMS TO SERVICE PROVIDER.

ALL INDEMNITIES CONTAINED IN THIS CONTRACT SHALL SURVIVE THE TERMINATION HEREOF.

E. PERFORMANCE BOND.

1. **Performance Bond.** Within twenty (20) days of the execution and delivery of this Agreement, the Service Provider shall furnish and file with the County an annually renewable Performance Bond (to be maintained during the entire term of the Agreement including any renewals) in the amount of the greater of (a) the annual value of the year ahead under this Agreement; or (b) one-fifth (1/5) of the total charges to be paid to Service Provider during the initial five-year term of the Agreement. Such Performance Bond will be in accordance with the provisions of Section 262.032 (b) of the Texas Local Government Code. The parties agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met.
2. **Effect.** Such Performance Bond shall be for the protection of the County. Such Performance Bond shall guarantee the full and faithful execution of the Work and performance of this Agreement in full accordance with the Plans, Specifications, scope of services, service agreements, plans or any other item that describes any work to be accomplished, product to be furnished or any and all intellectual property. The Performance Bond shall be in full force and effect during the term of this Agreement, including any extension thereof. Should the County exercise any contract extension option for additional contract terms (multi-year), it will be Service Provider's responsibility to have the Surety Company provide to Dallas County confirmation of the existing bond or provide a new bond if so applicable.
3. **Qualification.** Bonds shall be executed by a duly authorized surety company satisfactory to the County, consent of such surety shall not be unreasonably withheld by County. The County will accept only those bonds executed by those surety companies listed in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register, U.S. Department of the Treasury.
4. **Authority.** No surety will be accepted by the County who is now in default or delinquent on its bonds or who is interested in litigation against the County. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas.
5. **Execution.** Each bond shall be executed by the Service Provider and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of or from such suretyship.
6. **Check.** In lieu of a performance bond, the Service Provider may submit a cashier's check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Plans, Specifications, scope of services, service agreements, plans or any other item that describes any work to be accomplished,

product to be furnished or any and all intellectual property. The County shall retain such amount during the terms of this Contract and any extension thereto. The right to retain this amount shall survive the termination of this Agreement and shall be retained by the County until all accounts, controversies, conflicts, or litigation for which a performance bond would be applicable has been finally and fully completed or resolved.

7. **Termination.** In the event this Agreement is prematurely terminated pursuant to Part IV, Section B 1 (Termination for Cause), the County reserves the right to act on the performance bond or the amount held in lieu of a performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, the County will seek its attorneys' fees and costs of suit from Service Provider which fees and costs Service Provider agrees to pay.
8. **Condition.** The County will disburse no payments for goods or services provided unless a good and sufficient performance bond or the amount held in lieu of a performance bond is on file with the County. **SERVICE PROVIDER IS HEREBY NOTIFIED THAT COUNTY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL PAYMENTS TO THE SERVICE PROVIDER OF ANY KIND OR NATURE IN THE EVENT SERVICE PROVIDER FAILS TO FURNISH OR CAUSES ANY ABEYANCE OF COVERAGE OF THE PERFORMANCE BOND UNDER THIS ARTICLE.**

PART VI: TERM, TERMINATION, AND DISPUTE RESOLUTION.

A. TERM OF AGREEMENT.

1. **Term.** The term of this Master Agreement (the "Term") shall begin on the Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of this Master Agreement. Each Service Agreement shall set forth the applicable Service Agreement Term.
2. **Renewal.** County shall have the option to renew this Master Agreement for two 1-year terms by delivering written notice of such renewal to Service Provider at least one (1) year before expiration. All of the terms of this Master Agreement and any applicable Service Agreements shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of the applicable Service Agreement and any renewal of the Service Agreement.

B. TERMINATION OF AGREEMENT.

1. **Termination for Cause.**

- (a) County shall have the option to terminate any Service Agreement, or one or more categories of Services under a Service Agreement, for cause: (i) for a material breach of such Service Agreement by Service Provider that is not cured by Service Provider within fifteen (15) days of the date on which County provides written notice of such breach; (ii) for a material breach of such Service Agreement by Service Provider that is not reasonably subject to cure within fifteen (15) days after its occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Service Provider that have a material adverse impact on the Services; (iv) immediately upon material failure by Service Provider to provide any Services pertaining to disaster recovery services under any Service Agreement; (v) upon Service Provider's failure to satisfactorily complete a migration under a Service Agreement by the scheduled Migration Completion Date; (vi) upon Service Provider's failure to provide adequate assurance of performance within seven (7) days of Service Provider's receipt of County's demand for such assurances; (viii) upon any change in control of Service Provider or any sale of all or substantially all the assets of Service Provider, except in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent provided that the County is satisfied, in the exercise of its reasonable discretion, that such merger or combination shall not likely adversely affect Service Provider's creditworthiness or ability to provide the Services; or (ix) upon termination of this Master Agreement for cause.
- (b) County shall have the option to terminate this Master Agreement and all Service Agreements for cause (i) at any time if County has terminated one or more Service Agreement for cause; or (ii) upon any change in control of Service Provider or any sale of substantially all the assets of Service Provider, except in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent provided that the County is satisfied, in the exercise of its reasonable discretion, that such merger or combination shall not likely adversely affect Service Provider's creditworthiness or ability to provide the Services.
- (c) County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days from the date such termination notice is delivered to Service Provider.
- (d) Service Provider shall have the option to terminate a Service Agreement if County fails to pay when due undisputed amounts County owes to Service Provider under such Service Agreement and County fails to cure such failure within thirty (30) days after receipt of written notice specifically stating that Service Provider is exercising its rights under this section;

Service Provider hereby waives any rights it may have under this Master Agreement or any Service Agreement, at law or in equity, to terminate this Master Agreement or any Service Agreement for any other reason. Service Provider shall exercise its termination option by delivering to County written notice of such termination identifying the termination date which shall be at least ninety (90) days from the date such termination notice is delivered and served upon County (acting through the County Commissioners Court) as required by law.

2. Termination for Convenience.

- (a) County shall have the option to terminate for convenience this Master Agreement or one or more Service Agreements or one or more categories of Services under a Service Agreement. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Service Provider for amounts in excess of the normal charges through the date of termination except for payment of any termination fees referenced in a Service Agreement. Any termination fee included within a Service Agreement shall not include any reimbursement for lost profit.
- (b) County shall have the option to terminate this Master Agreement without cause at any time if no Services are being provided under any Service Agreement.
- (c) If a purported termination for cause by County is determined pursuant to the section entitled "Dispute Resolution" not to be a proper termination for cause, such termination shall be deemed at County's option a termination for convenience subject to this Section.

- 3. Termination for Insolvency.** County shall have the option to terminate this Master Agreement in its entirety without payment of any termination fees if Service Provider (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, or (vi) any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

4. **Termination Upon Force Majeure Event.** County shall have the option to terminate this Master Agreement or one or more affected Service Agreements or categories of Services, if Service Provider fails to perform any Services in any material respect because of the occurrence of a Force Majeure Event and: (a) Service Provider does not cure such failure within seven (7) days after the occurrence of the Force Majeure Event; or (b) such failure is not reasonably subject to cure within seven (7) days after such occurrence. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date.
5. **Effect of Termination.** Termination of this Master Agreement or any Service Agreement or categories of Services for any reason under this Article shall not affect (i) any liabilities or obligations of either Party arising before the termination date, or (ii) any damages or other remedies to which a Party may be entitled under this Master Agreement or any Service Agreement, at law or in equity, arising from any breaches of such liabilities or obligations occurring before the termination date.
6. **Support in Managing Termination / Expiration.** Upon County's delivery to Service Provider of any written notice of breach or termination of this Master Agreement or any Service Agreement, Service Provider shall provide to County or County's designee the assistance reasonably requested by County to facilitate the orderly transfer of the Services to County or its designee, including, without limitation, preparation of a mutually agreeable, reasonable Transition Plan and the delivery of any assistance specifically described in any Service Agreement(s) ("Support in Managing Termination / Expiration"). Such Transition Plan would include an identification of key positions requiring transition management, and important procedures to be performed regarding documentation, projects and activities so that County's business is not adversely affected during transition. County may also request that Service Provider begin providing support in managing termination / expiration at any time within the six-month period prior to expiration of any Service Agreement Term. Unless otherwise provided in a Service Agreement, the support in managing termination / expiration referenced in a Service Agreement shall be provided to County at no additional cost.
7. **Software Licenses.** Upon expiration or earlier termination of any Service Agreement and unless provided otherwise in such Service Agreement, Service Provider shall grant to County a worldwide, royalty-free, nonexclusive license to County or its designee to use, copy, maintain modify, enhance and create derivative works of Service Provider Software used to provide the applicable Services at the end of the Service Agreement, and Service Provider shall offer to maintain such Service Provider Software on terms at least as favorable as those offered to other similarly situated Service Provider Customers. The scope of any such license grant will be for the sole and exclusive purpose of supporting County's technology requirements covered by such Service Agreement that has been terminated and any such Service Provider Software or derivative works

thereof may only be used only by County or by a third party on County's behalf for such purpose. If for any reason any Service Provider or Third Party Software is not available to County or such designee or cannot be licensed to County or such designee at the expiration or earlier termination of the Term, Service Provider shall procure at its expense a license for substitute Service Provider or Third Party Software with substantially equivalent functionality and shall pay for all reasonable conversion costs.

8. **Contracts.** Upon expiration or earlier termination of any Service Agreement, Service Provider shall, at County's request, and to the extent permitted by the applicable Third Party Contract, assign to County or its designee any Third Party Software Licenses and any Third Party Service Contracts used to provide Services to County at the end of the Term. Concurrently with such assignment, County shall tender compensation to Service Provider the amount of prepayments made for the period after assignment.
9. **Service Provider Employees.** Beginning upon delivery by County to Service Provider of a written notice of breach or termination of this Master Agreement or a Service Agreement, or during the six-month period prior to expiration of any Service Agreement Term, if County desires to offer employment to Service Provider employees, Service Provider shall not interfere with or impede County's efforts and shall not enforce any employment mobility (e.g., covenant not to compete) or anti-solicitation restrictions imposed on such employees by agreement or policy which would interfere with County's efforts.

B. DISPUTE RESOLUTION.

1. **General.** Any dispute between the parties with respect to this Master Agreement shall be resolved as provided in this Article.
2. **Informal Dispute Resolution.** The Parties may, by mutual agreement, attempt to resolve their dispute informally in the following manner:
 - (a) Duly authorized representatives shall meet as often as mutually agreeable to discuss the dispute and to negotiate a mutually agreeable resolution to the dispute. The Parties will meet in good faith.
 - (b) During the course of, and in between, the meetings, reasonable requests made by one Party to the other for non-privileged information, reasonably related to the dispute, shall be responded to in good faith. The parties may, but are not required to, prepare truthful statements of fact or position to facilitate the discussions and negotiation.
 - (c) Proposals for resolution, conduct, and statements made during these informal proceedings between the Parties shall (a) be privileged, confidential and without prejudice to a Party's legal position in any formal

proceedings; and (b) be treated as compromises or offers to compromise under the rules of evidence in court proceedings.

- (d) Notwithstanding this section, either Party may, at any time, commence formal dispute resolution proceedings, including formal court proceedings. Commencement of formal dispute resolution proceedings, including formal court proceedings, shall be immediately communicated, and it ends the process of Informal Dispute Resolution described in this section.

PART VII: GENERAL.

1. **Amendment and Waiver.** No supplement, modification, amendment or waiver of this Master Agreement or any Service Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future.
2. **Applicable Law.** All questions concerning the Master Agreement and any Service Agreement shall be governed by and decided in accordance with the laws of the State of Texas, U.S.A.
3. **Assignment.** Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Master Agreement without the prior written consent of the other Party. The Parties agree that County will not unreasonably withhold consent to assignment in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent provided that the County is satisfied, in the exercise of its reasonable discretion, that such merger or combination shall not likely adversely affect Service Provider's creditworthiness or ability to provide the Services. Subject to the foregoing, this Master Agreement and each Service Agreement shall be binding on the Parties and their respective successors and assigns.
4. **Consents and Approvals.** Whenever the consent or approval of a Party under this Agreement is required, and unless otherwise provided, the consent or approval, if required to be obtained from Service Provider, must be given by a Vice President or the President of Service Provider, and, if required from County, must be given by the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager.
5. **Counterparts.** This Master Agreement and each Service Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

6. **County's Insufficient Funds.** County believes that sufficient funds can be obtained to pay all amounts due Service Provider throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefor and in that regard County represents and warrants to Service Provider that the services to be performed by Service Provider hereunder are important to its proper, efficient and economic operation. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable in any fiscal period for payments due under this Agreement, then County will immediately notify Service Provider of such occurrence and Service Provider may reduce its staffing and level of services to the amount so budgeted with the approval of the County Commissioners Court regarding the relative nature and priorities of the reductions made to staffing and services, provided, however, that, in such a case, the modifications made to the Master Agreement or any Service Agreement shall be clearly documented pursuant to the Change Control Procedures so as to clearly indicate the services for which Service Provider is no longer responsible. If no funds are appropriated or budgeted or otherwise legally available, then County will immediately notify Service Provider of such occurrence, and this Agreement or any affected Service Agreement will be deemed terminated for convenience as set forth in the provisions of the affected Service Agreement(s) effective on the last day of the fiscal period for which appropriations were received.
7. **Entire Agreement.** (a) County's Request For Proposal For Information Technology Services, RFP 2002-011-1007 (the "RFP") as amended, and Service Provider's response thereto dated December 17, 2001 (the "Service Provider Proposal") as amended, Service Provider's Revised Offer, and Service Provider's Best and Final Offer may be used in interpreting this Master Agreement provided that the parties acknowledge and agree that certain matters contained in the RFP and the Service Provider Proposal, Service Provider's Revised Offer, and Service Provider's Best and Final Offer are no longer relevant to the provision of the Services by Service Provider as set forth in this Master Agreement. (b) This Master Agreement, and each of the appendices attached hereto (including attached Service Agreements), and the RFP and Service Provider Proposal, Service Provider's Revised Offer, and Service Provider's Best and Final Offer constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. (b) The Master Agreement and

the appendices attached thereto (including the Service Agreements, and the appendices attached thereto), and the RFP and Service Provider Proposal, Service Provider's Revised Offer, and Service Provider's Best and Final Offer, are to be interpreted so that, to the extent possible, all provisions are given full, harmonious effect. In the event of a conflict, the order of precedence shall be (1) the Service Agreement, including any appendices attached thereto; and then (2) this Master Agreement, including any appendices attached thereto; and then (3) Service Provider's Best and Final Offer; and then (4) Service Provider's Revised Offer; and then (5) the RFP and Service Provider Proposal, and any of their respective attached appendices.

8. **Expenses.** In this Master Agreement and each Service Agreement, unless otherwise specifically provided, all costs and expenses (including legal fees) incurred in connection with the development and negotiation of this Master Agreement or the applicable Service Agreement shall be paid by the Party incurring such expenses.
9. **Further Documents.** Each party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.
10. **Inspection and Audits.** During the term of this Agreement and for three years thereafter, County and its agents, employees, or authorized representatives shall be permitted access to inspect Service Provider's materials, documents, work papers, deliverables, or such other items that pertain to the work performed by Service Provider under this Agreement. Service Provider acknowledges that Service Provider is subject to audit by the State of Texas and the appropriate federal agencies with respect to this Agreement. Service Provider will cooperate with County in this regard and the provisions of this Agreement regarding confidentiality shall apply to any such materials, documents, work papers, deliverables or such other items deemed confidential by Service Provider, except any item subject to attorney-client privilege. County shall be granted such access during normal business hours and in a manner that will not materially interfere with Service Provider's business operations.
11. **Interpretation.**
 - (a) In this Master Agreement and in any Service Agreement, words importing the singular number include the plural and vice versa and words importing gender includes all genders. The word "person" includes, depending upon the context, an individual, partnership, association, corporation, trustee, executor, administrator or legal representative.
 - (b) The division of this Master Agreement, and any attached appendices and Service Agreements, into Parts, Subparts, sections, and subsections, and

any associated headings, are for convenience of reference only and shall not affect interpretation.

- (c) In this Master Agreement and in any Service Agreement, unless otherwise specifically provided: (i) References to "days" mean calendar days unless "business days" are specified. (iii) The term "including" means "including, but not limited to."
 - (d) The Parties are sophisticated and have been represented by, or have had the opportunity to be represented by, counsel during the negotiation of this Master Agreement and each Service Agreement. As a result, the Parties hereby waive the application of any rules or presumptions of contract interpretation whereby contractual ambiguities and the like are construed against the drafter.
12. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Dallas County, Texas and irrevocably agree that all actions or proceedings relating to this Master Agreement and any Service Agreement shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
 13. **No Authority.** Neither party shall have any authority, and neither party shall represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act on the other party.
 14. **No Broker's Fee.** Service Provider warrants that it has not employed any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed as its marketing agent, to solicit or secure this Agreement. Service Provider also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed by Service Provider as its marketing agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of this Agreement.
 15. **No Implied Agreements.** Except as expressly required in a Service Agreement, nothing in this Master Agreement requires County to purchase products or services from Service Provider. County may request information, proposals, or competitive bids from third parties on the same or different terms than as provided in this Master Agreement.

16. **Notices.** Any notice, demand or other communication required or permitted to be given under this Master Agreement or any Service Agreement shall be in writing and shall be deemed delivered to a Party (i) when delivered by hand or courier, or (ii) four (4) days after the date of mailing if mailed by United States certified or registered mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice):
- (a) If to Service Provider, to: Marty Thomas, 5599 San Felipe, Suite 1600, Houston, Texas 77056.
 - (b) With a Service Provider copy to: Laura Westby, 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022.
 - (c) If to County, to: Lee F. Jackson, County Judge, 411 Elm Street, County Administration Building, Dallas, Texas 75202.
 - (d) With a County copy to: John Long, Chief-Civil Section, 411 Elm Street, County Administration Building, Dallas, Texas 75202.
17. **Publicity.** All media releases, public announcements and other disclosures by Service Provider relating to this Master Agreement or any Service Agreement or the subject matter hereof, including promotional or marketing materials, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to release. No license or right, either directly or by implication, is granted to Service Provider to use County's name or any of County's trade names, trademarks, service marks, slogans, logos or designs for any advertising, promotional or other purpose without the prior, written permission of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).
18. **Severability.** Any provision in this Master Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
19. **Survival.** Any provision of this Master Agreement or of any Service Agreement which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Service Agreement, including the parts, subparts, or sections entitled Definitions, Work Product, Use of Concepts, Confidentiality, Intellectual Property Rights, Audits, Taxes, Indemnification, Limitations on Liability, Effect of Termination, Support in Managing Termination / Expiration, Software Licenses, Contracts, Dispute

Resolution, shall survive expiration or termination of this Master Agreement or any Service Agreement.

20. **Waiver.** Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future unless such waiver has rendered future performance commercially impossible.

PART VIII: EXECUTION.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the dates shown hereinbelow.

Service Provider**County**

By: [Signature]
 Name: Burt Paton
 Title: VP Public Sector
 Entity: SchlumbergerSema Inc.
 Date: 5/21/02

By: [Signature]
 Name: LEE JACKSON
 Title: Dallas County Judge
 Entity: Dallas County
 Date: 5/21/02

APPROVED AS TO FORM:**Service Provider****County**

By: [Signature]
 Name: Laura A. Westby
 Title: Counsel
 Entity: SchlumbergerSema Inc.
 Date: 21 May 2002

By: [Signature]
 Name: Janet R. Ferguson
 Title: Deputy Chief - D.A.'s Office
 Entity: Dallas County
 Date: May 21, 2002

APPENDIX A FORM OF SERVICE AGREEMENT

The following terms will be addressed in the Service Agreement:

1. **Definitions.** Any terms used specifically in the Service Agreement and not otherwise defined in the Master Agreement will be defined.
2. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.
3. **Appendices.** The Service Agreement may, if the parties deem it appropriate, include one or more attached appendices or schedules, such as Third Party Software; County Software; Service Provider Software; Measurement and Monitoring Tools; Insurance.
4. **Charges.** The specific Service Provider charges applicable to the Services will be included with reference to the terms set forth in the Master Agreement. Any other financial obligations of County must be expressly included in the Service Agreement and Service Provider will retain all other costs.
5. **Facilities, Equipment and Software Terms.** Specific terms with respect to facilities, equipment, software and other assets will be included with reference to the Master Agreement.
6. **Incorporation by Reference.** Each Service Agreement shall reference the Master Agreement between County and Service Provider and shall expressly state that (i) the Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in the Service Agreement, all the terms and definitions of the Master Agreement are incorporated by reference into the Service Agreement.
7. **Notices; Signatures.** The Service Agreement will indicate whether any individuals or entities are to receive formal notices under the Service Agreement other than as set forth in the Master Agreement. The Service Agreement will be signed by authorized representatives of Service Provider and County (the exclusive authorized representative of County being County Commissioners Court).
8. **Personnel Matters.** The Service Agreement will identify the Service Provider and County Project Managers. Any specific terms applicable to Service Provider or County personnel matters related to the Services will be included, including matters related to Transferred Employees consistent with the Master Agreement.

9. **Services.** The Services to be provided under the Service Agreement will be described. This Section of the Service Agreement will state that the "Services," as defined, include all Services and tasks related to or inherent in performance of the Services specifically described. County's exclusive responsibilities will be clearly described in this Section of the Service Agreement.
10. **Term.** The term of the Service Agreement will be specified, including any County renewal or extension rights.
11. **Termination.** Any termination rights inconsistent with the terms of the Master Agreement will be included. Any applicable termination fee with reference to Termination For Convenience shall be negotiated and included.
12. **Transition Services.** Any specific terms related to Service Provider termination assistance with respect to the Services will be included with reference to the Master Agreement.
13. **Service Levels.** Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements." Service Level Measurement and Service Level Standards information is attached to this Service Agreement in Exhibit ____.
- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities.
- ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, each time Service Provider fails to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning thirty (30) days after the Service Agreement Effective Date of the Master Agreement unless otherwise specifically provided in a Service Agreement. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment executed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.10 or 10%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement. Upon sixty (60) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate.
- (f) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the Total Critical Service Level Credits for any given month will not exceed twenty percent (20%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level

Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single event directly causes the failure to achieve more than one Required Service Level, then, only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceed the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times twenty percent ($20\% = 0.20$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times twenty percent ($20\% = 0.20$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County against Service Provider's invoice for the applicable month, *provided, however*, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, twenty percent (20%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets the Minimum Service Level for a Quality Service Level

Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet 90%, then the Total Quality Service Level Credit for the applicable month shall be 5% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be 10% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor,

manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

APPENDIX B Migration Services

1. **Migration Plan.** If any migration of Services is to occur under a Service Agreement, Service Provider shall be responsible for preparing a Migration Plan subject to approval of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) in order to assure an orderly transition of the Services (and, if necessary, the Equipment and Software). After any Migration Completion Date, Service Provider shall obtain the written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to any subsequent migration of the Services. Any such subsequent migration of Services shall be conducted by Service Provider at its sole expense pursuant to a Migration Plan prepared by Service Provider and approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).
2. **Content of Migration Plan.** Within thirty (30) days following a Service Agreement Effective Date (a Service Agreement "completion date"), Service Provider shall submit for approval by the County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) a final plan (the "Migration Plan") for the migration of the Services. The Migration Plan shall state in detail the specific steps for the timing and migration methodology that will be used by Service Provider. The Migration Plan must be approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to implementation of any part of such Plan. As part of the Services, Service Provider shall perform all functions and services, including the functions and services described in the Migration Plan necessary to accomplish the migration to the Service Provider as identified in the Migration Plan (the "Migration Services"). Service Provider shall perform the Migration Services without causing a disruption to County's business or production environment.
3. **County Facilities.** As part of the Services and as directed by County, Service Provider shall administer and manage the closing or opening of any County Facilities if required in connection with a migration. In connection with such closures or openings and as part of the Services, Service Provider shall, upon County's request, identify and solicit, upon terms and prices as favorable to County as Service Provider would obtain for its own account, purchasers of County's data processing assets at the applicable County Facilities. Any sale of assets shall be approved in advance by County (acting through the County

Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).

4. **Migration Services.** Each Migration Plan shall include a migration acceptance test for each Service that is migrated that will ensure a complete and satisfactory migration of Services. As part of the Migration Services, and if requested by County, Service Provider shall provide (i) parallel operation/testing environments and (ii) a training environment for the Service Provider Environment using test data prepared by Service Provider. Subject to approval by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) and where testing with data representative of the production environment is necessary, Service Provider may use a copy of such County production data; provided, however, that such test data shall not contain actual client names or addresses to the extent that the same is prohibited by statutory or regulatory requirements.
5. **Delay.** Service Provider acknowledges that in the event any Migration Milestone is not achieved in the manner specified in a Migration Plan, County will suffer damages the amounts of which are difficult to specify at this time. Accordingly, in addition to any obligations under this Section, Service Provider shall pay to County, upon County's election, the following amounts if Service Provider fails by more than the number of days specified in this Section to achieve a Migration Milestone: (i) In the event a Migration Milestone is not met within ten (10) days of the Migration Milestone date set forth in the applicable Migration Plan, County may elect, and upon such election Service Provider shall pay to County the amounts specified in the applicable Migration Plan for each Migration Milestone that is not achieved. (ii) If the damages resulting from the failure to meet a Migration Milestone exceed the amount specified in the Migration Plan, County may terminate the applicable Service Agreement, upon notice to Service Provider within thirty (30) days after such failure.
6. **Breach.** A breach of any Migration Plan shall constitute a breach of the applicable Service Agreement. Unless otherwise expressly provided in a Service Agreement or Migration Plan, all of Service Provider's obligations contained in the Master Agreement and the applicable Service Agreement shall continue to apply during the applicable migration of Services.

APPENDIX C

SERVICE AGREEMENT NO. 1: FOR ACCOUNT MANAGEMENT

This Service Agreement No. 1 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. Definitions:

"Dallas County Inventory Assets" means all Dallas County IT assets including, but not limited to, data center hardware, software, and firmware (e.g., mainframe, servers, tape drives, controllers, disk drives); Network server hardware, software, and firmware (e.g., file servers, print servers, NT servers); network hardware, software, and firmware (e.g., routers, switches, hubs, modems, CSU/DSU); PC hardware, software, and firmware; PC Peripherals hardware, software, and firmware.

"PC" means personal computers including the CPU cabinet, and human interface devices including, but not limited to, keyboard, monitor, and mouse;

"PC Peripheral" means any device attached externally to a PC, including but not limited to, printers, scanners, modems, serial devices (excluding keyboard, monitor, and mouse), USB devices (excluding keyboard, monitor, and mouse), and Parallel devices (excluding keyboard, monitor, and mouse).

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
3. **Services.** The Services to be provided under this Service Agreement No. 1 are described in Exhibit B attached hereto.
4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.

5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 1 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 1. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 1 and any renewal of the Service Agreement No. 1.
7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.
8. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."

- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 1 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5)

days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical

Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%; then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable

Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software..** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO ACCOUNT MANAGEMENT SERVICE AGREEMENT

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Service Provider Software and Third Party Software |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Contract Manager:** The County Contract Manager for the Master Agreement is John Hennessey.
2. **Service Provider Contract Manager:** The Service Provider Contract Manager for the Master Agreement is Chris Campbell.
3. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
4. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.

Exhibit B

Services

Account Management

Account Management services will include those activities that promote understanding between the County and Service Provider, contribute to the success of both organizations, and assist in resolving problems between the Parties. Account Management is a mutual responsibility that requires open and honest communication, respect, and a commitment to the processes and procedures that help continuously improve the County/Service Provider relationship. The Service Provider Account Manager serves as the primary contact and lead manager for the services being provided. The County Contract Manager has responsibility for representing the County's requirements and issues. The County's Contract Manager and other key managers will participate in scheduled meetings and will provide guidance and direction to Service Provider Management team.

Service Provider Staff Availability: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Summary of Activities:

- Single point of responsibility
- Day to Day management of relationship related activities
- Provide status reporting and attend monthly meetings
- Prepare an annual business plan
- Create, manage and update an electronic database (i.e., Microsoft-Access) for the tracking of Dallas County owned or used assets to be used in the production of the Inventory Report

Process Outputs:

- Monthly status reports
- Quality Reviews and Progress Reports
- Proposals or estimates for new or enhanced services
- Annual business plan
- Inventory Report

Responsibilities Matrix for Account Management

| 1. Account Management | County | Supplier |
|---|--------|----------|
| Monitor project status through daily internal meetings and bi-weekly meetings with customer staff. Document meeting results to support weekly and monthly status reports. | | ✓ |
| Provide feedback to project staff based on decisions, input, or advice regarding daily events | ✓ | |
| Monitor account activity for potential opportunities for new or enhanced services; initiate trade-off and cost analyses for identified ideas | | ✓ |
| Monitor service delivery and development of all deliverables | | ✓ |
| Provide QA of all deliverables and services; collect inputs for semi-annual Project Quality Assurance Assessment Report | | ✓ |
| Collect performance metrics in support of SLAs | | ✓ |
| Evaluate performance of project staff | | ✓ |
| Establish and continually reassess staffing for each project task | | ✓ |
| Monitor project schedule | | ✓ |
| Monitor and approve project expenditures | | ✓ |
| Collect inputs for annual business plan | | ✓ |
| Execute account startup activities | | ✓ |
| Develop and execute a communication plan | | ✓ |
| Develop problem escalation procedures | | ✓ |
| Develop notification procedures | | ✓ |
| Follow up and resolve on outstanding issues and problem | | ✓ |
| Conduct financial management standard practices | | ✓ |
| Make sure that the contract deliverables are met | | ✓ |
| Measure client satisfaction | | ✓ |
| Establish policies and procedures | | ✓ |
| Build and maintain an enjoyable, but demanding work environment | | ✓ |
| Execute performance management methodology | | ✓ |
| Develop and mentor individuals | | ✓ |
| Maintain account documentation | | ✓ |
| Consult with the client on current and future direction | | ✓ |
| Working with the client to ensure and establish priorities | | ✓ |
| Established account goals and objectives | | ✓ |
| Maintain a secure workplace | ✓ | ✓ |
| Protect Client assets (includes people, hardware, and information) | ✓ | ✓ |
| Administer people care | | ✓ |
| Schedule and conduct one-on-ones | | ✓ |
| Solicit feedback | | ✓ |
| Take corrective action | | ✓ |
| Implement continued process improvement environment | | ✓ |
| Hold regular staff meetings | | ✓ |
| Develop and maintain roles and responsibilities | ✓ | ✓ |
| Develop, establish and maintain relationship with clients | | ✓ |
| Establish manage according to budgets | | ✓ |
| Understand/identify team member training needs | | ✓ |

| | | |
|---|---|---|
| Develop employee wish list/recognition list | | ✓ |
| Identify and address team concerns/issues | | ✓ |
| Understand and address account/client issues | | ✓ |
| Understand and execute contractual obligations with client and Supplier/business partners | | ✓ |
| Take corrective action | | ✓ |
| Review and resolve project resource needs with Program Control Manager | | ✓ |
| Ensure IT resources achieve tangible and measurable results | | ✓ |
| Connect business strategy direction with business goals with specific individual initiatives | | ✓ |
| Conduct a daily morning status meeting. | | ✓ |
| Prepare periodic status reports of projects of problems, and the resolution of problems. | | ✓ |
| Prepare monthly service level/performance reports. | | ✓ |
| Analyze results of monthly reports and historical trends. | ✓ | ✓ |
| Prepare management briefing for service level achievement or non-achievement. | | ✓ |
| Conduct monthly management review meeting. | | ✓ |
| Specify service levels and performance reports. | | ✓ |
| Implement mutually agreed upon service level and performance reports. | | ✓ |
| Approve service levels and performance reports. | ✓ | |
| Maintain, update and manage an annual account plan. | | ✓ |
| Based on historical activity and new business forecasts, update the plan with projected; activities, resource utilization, special projects, and proposed or forecasted business environment changes. | | ✓ |
| Review and revise plan annually or as mutually agreed upon | ✓ | ✓ |
| Provide input as to business forecasts for the upcoming year. | ✓ | ✓ |
| Review and approve plan. | ✓ | ✓ |
| Initiate project or activity request | ✓ | ✓ |
| Identify and estimate required tasks and resources. | | ✓ |
| Review and approve cost quote at the appropriate level of Dallas County management. | ✓ | ✓ |
| Approve scope of work. | ✓ | ✓ |
| Create and execute implementation plans in accordance with agreed processes, after project and costs have been approved. | | ✓ |
| Create and provide account Management Reports | | ✓ |
| Record and report results of project activities. | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|-----------------------------------|------------|------------|------------|------------|------------|--------------|
| Account / Relationship Management | \$ 237,529 | \$ 237,529 | \$ 237,529 | \$ 237,529 | \$ 237,529 | \$ 1,187,643 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------------------|----------|----------|----------|----------|---------|
| Account / Relationship Management | \$63,560 | \$55,848 | \$47,993 | \$15,424 | \$7,712 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry (for year Y) - $[M \times \{TFC \text{ Entry (for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Account Management

1. Status Reporting

Objective: To facilitate effective communication between the Service Provider and County Management, and to fully inform the County, regarding the actual status of the County Information Technology Services Department.

Definition: The Monthly Status Report is the document that (a) fully informs the County regarding overall status, resource planning, and call management performance; and (b) concisely reports all Service Level Measurements (for both Critical and Quality Service Level Measurements), and all supporting underlying calculations, on a monthly basis and the monthly Service Level Credits associated therewith.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Monthly Status Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Monthly Status Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 5th business day of each calendar month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Monthly Status Reports to County Contract Manager.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Monthly Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Monthly Status Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Quality Reviews

- Objective:** To facilitate effective communications between the Service Provider and County Management through the delivery of Quality Review reports.
- Definition:** The Quality Review Report is the document that fully informs the County regarding all feedback received from users of the services of the County Information Technology Department. The report will include in an appendix all surveys, including raw data, conducted during the review period.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Quality Review Reports and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Quality Review Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered semi-annually on March 1st and September 1st of each calendar year (reports are due no later than the 10th business day of the above months). |

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing Quality Review reports to County Contract Manager.
- Period:** Semi-Annual
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Quality Review Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Quality Review Reports will be agreed to by the Parties not later than thirty (30) days prior to submission of each Report.

3. Project Progress Reports

- Objective:** To facilitate effective communication between the Service Provider and County Management regarding the status of all pending projects, including progress towards timely and effective completion, budgetary variances, and resource balancing issues amongst County projects.
- Definition:** The **Project Progress Report** is the document that fully informs the County regarding the quality, timeliness, and cost-effectiveness with which projects are being managed towards completion.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Project Progress Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Descriptors |
|-----------------------|---|
| Minimum Service Level | The Project Progress Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 5th business day of each "even" calendar month (i.e., February, April, June, August, October, December). |

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing Project Progress reports to County Contract Manager.
- Period:** Bi-Monthly
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Progress Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Progress Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

4. Proposals for New and Enhanced Services

- Objective:** To facilitate effective communication between the Service Provider and County Management by the Service Provider responding to proposals and recommendations for new and/or enhanced services from the County.
- Definition:** The Proposal for New and Enhanced Services Report is the document that informs the County regarding the Service Provider's ability to respond in a timely manner (within fifteen (15) days of request) with the intent to improve the services, reduce the cost, and support the relationship throughout the life of this Service Agreement.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Proposal for New and Enhanced Services and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Proposal for New and Enhanced Services Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered no later than 15 business days following the request from the County; (c) contain at least three (3) no more than 3 requests per quarter. |

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing Proposals for New and Enhanced Services Reports to County Contract Manager.
- Period:** Per Request
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Proposal for New and Enhanced Services Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Proposal for New and Enhanced Services Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

5. Annual Business Plan

- Objective:** To facilitate effective communication between the Service Provider and County Management regarding the activities, functions and projects reasonably necessary to accomplish County IT objectives during the year ahead.
- Definition:** The Annual Business Plan is document that records the agreed-upon planned activities, functions, and projects for the year ahead.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Annual Business Plan and will provide the detail to the County Contract Manager as requested.

Metrics:

| Value | Description |
|-----------------------|---|
| Minimum Service Level | The Annual Business Plan shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered 15 business days after year end. |

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing an Annual Business Plan to County Contract Manager.
- Period:** Annual
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Annual Business Plan template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Annual Business Plans will be agreed to by the Parties not later than July 1st.

6. Inventory Report

Objective:

To conduct an initial, complete inventory and determine a baseline for all Dallas County Inventory Assets. To regularly monitor and update the inventory database and provide the County accurate inventory reports.

Definition:

The Inventory Report is a report that accurately accounts for all Dallas County Inventory Assets owned or used by Dallas County as of a specific point in time. Because County inventory continuously changes, this is a report that that must be regularly updated. Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database (i.e., Microsoft-Access) that will be used to generate the Inventory Report.

Method:

Data Capture: The Service Provider will develop a repository of the information to produce the Inventory reports.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | Service Provider will provide the Inventory Report on or before the fifteenth (15th) business day of the new quarter, and the Inventory Report will accurately report the inventory on hand on the last day of the preceding quarter. The Inventory Report will be provided in electronic and paper form. |

Indicator:

Quality

Responsibility:

Service Performance: Service Provider responsible for providing Inventory Reports

Period:

Quarterly

Resource Range:

All Dallas County Inventory Assets

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

7. Inventory Audit

Objective: To ensure the accuracy of the inventory database for the County Project Manager's audit and review activities.

Definition: Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database (i.e., Microsoft-Access) that will be used to generate the Inventory Report. The Service Provider shall ensure that data in the database is accurate and every Dallas County Inventory Asset owned or used by Dallas County is represented by a record in the database. If the database is not in Microsoft-Access format, or cannot be exported to Microsoft-Access format, then the database will feature convenient query tools to facilitate the preparation of ad hoc reports. In such event, Service Provider will also provide training to County personnel to facilitate their direct and regular use of the database.

Method: Data Capture: The Service Provider will create, manage and update an electronic database (i.e., Microsoft-Access).

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | 98% of the inventory database records for PCs have no inaccuracies in the serial number, asset tag, and location fields and 90% of the inventory database records have no inaccuracies in any field based on audited results. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Inventory database to County
Dallas County: The County will conduct such audits as it deems fit (including spot audits on a monthly basis) to verify the accuracy of the database.

Period: Semi-Annual

Resource Range: All Dallas County Inventory Assets

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbaktu* | Personal Computer | Desktop Remote Control |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX D

SERVICE AGREEMENT NO. 2: FOR BUSINESS MANAGEMENT SUPPORT SERVICES

This Service Agreement No. 2 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Sema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 2.
2. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
3. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
4. **Services.** The Services to be provided under this Service Agreement No. 2 are described in Exhibit B attached hereto.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 2 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 2. County shall have the option to renew this Service Agreement No. 2 for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period.

"Service Agreement Term" shall refer to both the original term of this Service Agreement No. 2 and any renewal of the Service Agreement No. 2.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service levels for the Services will be included with reference to the Master Agreement. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 2 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master

Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service

Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions; (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a

Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO BUSINESS MANAGEMENT SUPPORT
SERVICE AGREEMENT

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Agreement |
| Exhibit E | Service Provider Software and Third Party Software |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A
Key Positions

1. **County Contract Manager:** The County Contract Manager for the Master Agreement is John Hennessey.
2. **Service Provider Contract Manager:** The Service Provider Contract Manager for the Master Agreement is Chris Campbell.
3. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
4. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
5. **Service Delivery Manager:** The Service Provider Service Delivery Manager for this Service Agreement is TDB.
6. **User Services Manager:** The Service Provider User Services Manager for this Service Agreement is TDB.

Exhibit B

Services

Business Management and Support

The Service Provider functions in all respects as the Data Services Department of the County and shall be responsible for its management and day-to-day operations; however, the County shall retain overall policy and direction setting for the Data Services Department. The Service Provider will provide business management services in support of the County's executive management including strategic and technical leadership, planning, consulting and the provisioning of operational management services in connection with the County's computing environment needs in order to monitor and control the delivery of the services identified in these Service Descriptions.

Service Provider Staff Availability: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Summary of Activities:

- Strategic operations management consulting and guidance
- Management recommendations in support of County's day-to-day service delivery programs
- Management of external computing and technology related Service Provider relationships
- Strategic technical leadership, planning, consulting and guidance
- Assist the County in the maintenance of and improvement of communication between Data Services and the user community
- Assistance to County Contract Manager in the implementation of policies and procedures governing the access, administration, use, and control of County's information resources
- Operational leadership, planning, consulting and guidance in the area of data services
- Project management of applications and computing improvement projects
- Development of operations policies and procedures in connection with County's computing systems
- Implement management reporting mechanisms
- Development of Data Services policies and procedures
- Provide tools for measuring and monitoring Service Provider's and therefore Data Services performance
- Management of third party contracts, such as software, hardware and network suppliers

**Process
Outputs:**

- Account Management Reports
- Strategic Planning Reports
- Project Status Reports for application and computer improvement activities
- Documentation of Data Services policies and procedures

Responsibility Matrix for Business Management & Support

| 2. Business Management & Support | County | Supplier |
|---|--------|----------|
| Monitor and recommend improvements to service delivery programs | | ✓ |
| Monitor Supplier performance; collect inputs for weekly meetings on status and performance of all Suppliers | | ✓ |
| Maintain/improve communications between IT Services and the user Community | ✓ | ✓ |
| Monitor contract business related policies and procedures; recommend improvements | | ✓ |
| Maintain Dallas County IT policies and procedures | | ✓ |
| Document status of project activity | | ✓ |
| Monitor and document third-party contract activity | | ✓ |
| Track contract costs | | ✓ |
| Track contract deliverables | | ✓ |
| Track contract schedule | | ✓ |
| Develop overall service and technology requirements based on alignment with business plan | ✓ | ✓ |
| Evaluate and recommend emerging technologies | ✓ | ✓ |
| Perform architecture assessment and make recommendations for improvements | | ✓ |
| Develop overall service and technology requirements based on alignment with business needs and application requirements | ✓ | ✓ |
| Define high-level functions, responsibilities, and activities for internal IS departments, contractors, business unit managers, and end-users | ✓ | ✓ |
| Define service level requirements | ✓ | ✓ |
| Planning and Design Projects and New Development Work | ✓ | ✓ |
| Define physical security and data security standards | ✓ | ✓ |
| Define procurement strategies and suppliers for services, hardware, and software | ✓ | ✓ |
| Define backup and disaster recovery strategies | ✓ | ✓ |
| Define hardware and software standards for procurement and minimum hardware and software requirements for support | ✓ | ✓ |
| Provide strategic operations management consulting and guidance | | ✓ |
| Develop management recommendations in support of County's day-to-day service delivery programs | | ✓ |
| Manage external computing and technology related Supplier relationships as it relates to this contract | | ✓ |
| Provide strategic technical leadership, planning, consulting and guidance | | ✓ |
| Assist County in maintenance of and improvement of communication between Data Services and the user community | | ✓ |
| Provide assistance to County Contract Manager in the implementation of policies and procedures governing the access, administration, use, and control of County's information resources | | ✓ |
| Provide operational leadership, planning, consulting and guidance in the area of Information Technology, voice communications and data services | | ✓ |
| Provide project management of applications and computing improvement | | ✓ |

Dallas County
Information Technology Outsourcing Services
Commercial in Confidence

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| | | |
|---|--|---|
| projects | | |
| Develop and implement approved operations policies and procedures in connection with County's computing systems | | ✓ |
| Develop, communicate and implement management reporting mechanisms | | ✓ |
| Develop, communicate and implement Data Services policies and procedures | | ✓ |
| Provide tools for measuring and monitoring Data Services performance | | ✓ |
| Manage third party contracts, such as software, hardware and network Suppliers | | ✓ |
| Provide strategic planning reports | | ✓ |
| Provide project status reports for application and computer improvement activities | | ✓ |
| Schedule and conduct change management meetings | | ✓ |
| Document Data Services policies and procedures | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------------------|------------|------------|------------|------------|------------|--------------|
| Business Management and Support | \$ 207,850 | \$ 207,850 | \$ 207,850 | \$ 207,850 | \$ 207,850 | \$ 1,039,250 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------|----------|----------|----------|----------|---------|
| Business Management and Support | \$59,989 | \$52,277 | \$44,565 | \$15,424 | \$7,712 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals

$TFC \text{ Entry (for year Y)} - [M * \{TFC \text{ Entry (for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:

$\$55,848 / 48 = \$1,163.5 / \text{month}$;

$\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2;

Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

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The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Business Management and Support

1. Service Delivery Improvements

Objective: To further innovation, creativity and use of technology within the County organization.

Definition: Service Delivery Improvements Report is designed to assist in ensuring that the implicit benefit of efficiency and effectiveness, when hiring a professional organization to provide specified services, is actually obtained as a part of the agreement. Among other things, the County believes that the Service Provider has been engaged to assist County in developing meaningful recommendations that will, for example; reduce cost and/or prevent County from additional spending, improve service delivery and/or reduce complexities in existing processes.

Method: Data Capture: County will record the number of recommendations submitted and will process those recommendations in the Service Delivery Improvements Report, according to the following procedure:

- Service Provider documents the recommendations and submits them to County.
- The recommendations will be discussed at the next Information Technology Oversight Committee (ITOC) meeting.
- County agrees to review and seriously consider each recommendation and will render an opinion as to its viability within ten business days of the most recent ITOC meeting.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Service Delivery Improvements Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 15th business day of the following calendar months, (February, May, August, November); (c) contain at least three (3) new recommendations. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Service Delivery Improvements Report to County Contract Manager.

Period: Quarterly

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Service Delivery Improvements Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Service Delivery Improvements Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Strategic Plan

Objective: To facilitate effective communications between the Service Provider and County Management through the delivery of a Strategic Plan Report that has data points collected from various County departments.

Definition: The Strategic Plan Report is the document that fully informs the County regarding the overall strategic plan for the County Information Technology Services for the subsequent quarter.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Strategic Plan Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Strategic Plan Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 10th business day of the following calendar months, (January, April, July, October); (c) contain at least three (3) new recommendations. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing a Strategic Plan Report to County Contract Manager.

Period: Quarterly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Strategic Plan Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Strategic Plan Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Project Status Report

Objective: To facilitate effective communications between the Service Provider and County Management through the delivery of the Project Status Report.

Definition: The Project Status Report is the document that fully informs the County regarding detail status of all current projects.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Project Status Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Project Status Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 5th business day of each calendar month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Project Status Report to County Contract Manager.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

4. Third Party Service Provider Management

Objective: To facilitate effective communications between the Service Provider and County Management through (a) the delivery of the Licenses and Agreements Report; (b) maintaining a schedule of third party license renewal requirements; (c) and ensure the Services are in compliance, within applicable standards, for all licenses and agreements.

Definition: All licenses and agreements are managed by the Service Provider.

- Service Provider will contact product providers and obtain new or temporary license passwords three (3) months prior to product license password expiration.
- Service Provider will apply license passwords to the products at least thirty (30) days prior to product license password expiration.

Method: - Data Capture: Licenses will be recorded and managed in accordance with Customer standards and the terms specified within the software license agreements and the Service Provider will maintain a repository of the information utilized in producing the Licenses and Agreements and will provide the detail to the County Contract Manager as requested.

Metrics:

| Value | Description |
|-----------------------|---|
| Minimum Service Level | The Licenses and Agreements Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 10th business day of June and December; (c) contain a summary of all licensed products, with license expiration dates, will be made available on a semi-annual basis; (d) provide listings of all product licenses expiring within the next three (3) months; (e) provide any additional costs associated with license renewal. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing updated Licenses and Agreements Report to County Contract Manager.

Period: Semi-Annual

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

5. Policies & Procedures Enhance and Update

Objective: To improve policies, procedures and processes, encourage innovation, creativity and use of technology within the County organization.

Definition: The Policies and Procedures Enhancement Report is designed to assist in ensuring that the implicit benefit of efficiency and effectiveness, when hiring a professional organization to provide specified services, is actually obtained as a part of the agreement. Among other things, the County believes that the Service Provider has been engaged to assist County in updating and enhancing the policies and procedures so to reduce cost and/or prevent County from additional spending, improve service delivery and/or reduce complexities in existing processes.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Policies and Procedures Enhancement Report. Service Provider documents the updated or enhanced policies or procedures and submits them to County.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Policies and Procedures Enhancement Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 5th business day of the following calendar months, (January, April, July, October); (c) provide a concise summary of the enhancements for the previous quarter. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Policies and Procedures Enhancement Report to County Contract Manager.

Period: Quarterly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Policies and Procedures Enhancement Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Policies and Procedures Enhancement Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

6. Change Management

| Objective: | To provide a seamless integration of changes across business units and computing platforms. Clear and timely communication of planned changes is essential to achieving this objective. Any alterations to a system or to a computer program should only be made in accordance with a defined procedure that includes a provision for validating, checking, approving and implementing the change. Such an alteration should only be implemented with the agreement of the person responsible for the part of the system concerned, and the alteration should be recorded. Every significant modification should be validated. | | | | |
|----------------------------|--|--------|-------------|---------------|--|
| Definition: | A change is any alteration, modification, cancellation, or installation that will ultimately alter or affect the computing environment. Change management is the process that protects this environment from changes that are potentially disruptive or have unacceptable risk associated with them. It is an ongoing process of communicating, coordinating, and scheduling, monitoring, and controlling changes to the environment. | | | | |
| Method: | <u>Data Capture:</u> The Service Provider will develop a repository of the information to produce the Change Management Report. | | | | |
| Metrics: | <table border="1"> <thead> <tr> <th>Values</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Service Level</td><td>98% of the changes to the environment will be completed as scheduled and will be processed & controlled through a formal change management process on a monthly basis.</td></tr> </tbody> </table> | Values | Description | Service Level | 98% of the changes to the environment will be completed as scheduled and will be processed & controlled through a formal change management process on a monthly basis. |
| Values | Description | | | | |
| Service Level | 98% of the changes to the environment will be completed as scheduled and will be processed & controlled through a formal change management process on a monthly basis. | | | | |
| Indicator: | Quality | | | | |
| Responsibility: | <u>Service Performance:</u> Service Provider responsible for providing Change Management Report | | | | |
| Period: | Monthly | | | | |
| Hours of Operation: | 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support | | | | |
| Resource Range: | Number of Changes do not exceed 30 per month | | | | |
| Report: | Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice. | | | | |

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuku* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX E

SERVICE AGREEMENT NO. 3: FOR TRANSITION / MIGRATION SERVICES

This Service Agreement No. 3 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Sema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 23rd day of May, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 3 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 3 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 3. County shall have the option to renew this Service Agreement for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 3 and any renewal of the Service Agreement No. 3.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 3.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

Definitions.

- (a) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a

Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be effective on the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis or per migration milestone. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 3 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., $0.95 = 95\%$). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or

exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a)

the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

**EXHIBITS TO BUSINESS MANAGEMENT SUPPORT
SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Agreement |
| Exhibit E | Service Provider Software and Third Party Software |
| Exhibit F | Termination/Expiration Assistance |
| Exhibit G | Transition/Migration Milestones |

Exhibit A

Key Positions

Transition / Migration Project Manager

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Provide task list here.].
4. **Transition / Migration Project Manager:** The Transition/Migration Project Manager shall be Mary Cooksley.

Exhibit B

Services

Transition / Migration Services

The Service Provider will be required to perform migration and transition services for the initial migration of all the services to the Service Provider as well as subsequent increases or decreases in services or resource volume adjustments. Managing the transition of resources and processing in an efficient and cost effective manner with minimal operational impact, is a key concern for the County.

Service Provider Staff Availability: As Scheduled Per Event

Summary of Activities: The Service Provider will be responsible for all aspects of managing transitions and coordinating the implementation of migrations, based on, but not limited to the following activities:

- Provide a plan that includes all task required to complete a successful migration
- Provide a timeline depicting major milestones and estimates for resources required
- Perform job shadowing with current IT personnel where practical, during the early stages of the transition
- Execute the migration plan as approved and scheduled by the County
- Perform a post migration review

Process Outputs:

- Migration Plan
- Successful execution of the Transition / Migration plan

Responsibilities Matrix for Transition / Migration Services

| 3. Transition/Migration | County | Supplier |
|--|--------|----------|
| Perform transition tasks as defined in Migration Plan | | ✓ |
| Monitor transition task performance as defined in Migration Plan | | ✓ |
| Monitor transition schedule as defined in Migration Plan | | ✓ |
| Report completion of transition tasks | | ✓ |
| Maintain Migration Plan (including tasks and timeframes) | | ✓ |
| Shadow current IT and telecom staff; document tasks, processes, responsibilities, and schedule | | ✓ |
| Provide a plan that includes all task required to complete a successful migration | | ✓ |
| Provide a timeline depicting major milestones and estimates for resources required | | ✓ |
| Execute the transition plan as approved and scheduled by the County | | ✓ |
| Develop, test and communicate transition plan | | ✓ |
| Perform a post transition review | | ✓ |
| Approve the transition plan | ✓ | |
| Approve successful execution of the transition plan per milestones completed | ✓ | |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | One Time Charges | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------|------------------|--------|--------|--------|--------|--------|-------|
| Transition Services | \$ 304,300 | | | | | | |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals

TFC Entry(for year Y) - [M*[TFC Entry(for year Y)/Contract Year Denominator (for year Y)]].

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848/48 = \$1,163.5/\text{month}$;
 $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2;
 Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be

communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Transition / Migration Services

Transition / Migration Services

1. Development of Detailed Transition/Migration Plan

Objective: To facilitate effective communications between the Service Provider and County Management through the development and delivery of a details transition/migration plan.

Definition: A **Detailed Transition/Migration Plan** is the mechanism used to review the necessary steps to move, migrate, or transition from one function, activity or location. The Detailed Transition/Migration Plan original completion date is defined in Appendix B to the Master Services Agreement.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Detailed Transition/Migration Plan.

Metrics:

| Value | Description |
|------------------------|--|
| Minimum Service Level | Finalized Detailed Transition/Migration Plan is delivered no later than 5 days after original completion date. |
| Increased Impact Level | Finalized Detailed Transition/Migration Plan is delivered 10 days or later than original completion date. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Detailed Transition/Migration Plan

Period: Per Event

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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2. Migration Milestones

Objective: To facilitate the successful transition/migration, the Service Provider will identify and achieve each migration milestone.

Definition: **Transition/Migration Milestones** are critical tasks, activities, or status with associated dates or entries in the project plan. Transition/Migration Milestones are used to measure the progress and status of the project. The Migration Milestones for the initial transition/migration of the services have been included in Exhibit F to this Service Agreement and will be used for all future transition/migration activities unless changed by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the report showing the achievement of each milestone on the predetermined dates.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | 100% of Milestones are met as projected. |
| Increased Impact Level | Production cutover date not met |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Migration Milestone Report

Period: Per Event

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

Exhibit G

Transition/Migration Milestones

Form of Migration Milestones

All Transitions/Migrations should include, but not be limited to, the following Migration Milestones:

Detailed Migration Plan Approval – Date to be provided by Service Provider prior to commencement of Transition/Migration activities;

Acceptance Test for Services being transitioned/migrated – Date to be provided by Service Provider prior to commencement of Transition/Migration activities;

Transition/Migration Completion Date – Date to be provided by Service Provider prior to commencement of Transition/Migration activities;

Initial Transition/Migration Milestones

1. Detailed Migration Plan Approval;
2. Acceptance Test – Service Agreement No. 1: For Account Management;
3. Acceptance Test – Service Agreement No. 2: For Business Management Support Services;
4. Acceptance Test – Service Agreement No. 3: For Transition/Migration Services;
5. Acceptance Test – Service Agreement No. 4: For Data Center Services;
6. Acceptance Test – Service Agreement No. 5: For Help Desk Services;
7. Acceptance Test – Service Agreement No. 6: For Database Support and Management Services;
8. Acceptance Test – Service Agreement No. 7: For Disaster Recovery Services;
9. Acceptance Test – Service Agreement No. 8: For Applications Development and Maintenance Services;
10. Acceptance Test – Service Agreement No. 9: For Network Management Services;
11. Acceptance Test – Service Agreement No. 10: For Telecomm – Voice Services;
12. Acceptance Test – Service Agreement No. 11: For Telecommunications – Data Circuit Services;
13. Acceptance Test – Service Agreement No. 12: For Training Services;
14. Acceptance Test – Service Agreement No. 13: For Consulting Services to User Departments;
15. Acceptance Test – Service Agreement No. 14: For Personal Computer Services;
16. Transition/Migration Completion Date

APPENDIX F

SERVICE AGREEMENT NO. 4: FOR DATA CENTER SERVICES

This Service Agreement No. 4 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Sema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 4 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 4 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 4. County shall have the option to renew this Service Agreement No. 4 for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 4 and any renewal of the Service Agreement No. 4.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 4.

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Appendix F 1

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.
 - (a) **Definitions.**
 - (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
 - (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet a Minimum Service

Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 4 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., $0.95 = 95\%$). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or

exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a)

the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO DATA CENTER SERVICES
SERVICE AGREEMENT

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Transferred Equipment |
| Exhibit F | Dallas County Facilities and Equipment |
| Exhibit G | Third Party Contracts and Third Party Software |
| Exhibit H | Customer Software |
| Exhibit I | Termination/Expiration Assistance |
| Exhibit J | Service Provider Software and Third-Party Software |

Exhibit A

Key Positions

1. **County Contract Manager:** The County Contract Manager for the Master Agreement is John Hennessey.
2. **Service Provider Contract Manager:** The Service Provider Contract Manager for the Master Agreement is Chris Campbell.
3. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
4. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
5. **Service Delivery Manager:** The Service Provider Service Delivery Manager for this Service Agreement is to be determined..
6. **User Services Manager:** The Service Provider User Services Manager for this Service Agreement is to be determined._____.

Exhibit B

Services

Data Center Services

The Service Provider has responsibility for the overall management and operation of all centralized and distributed environments. Ongoing operational and systems management requirements include, but are not limited to, the following areas:

- Mainframe, mid-range and distributed systems
- Centralized and distributed storage environments (including backup and recovery)
- Capacity planning and performance tuning
- Printing services (daily reports and distribution)
- Operations support and production support such as scheduling, abend resolution, job restart
- Proactive monitoring of mainframe, mid-range and distributed systems
- Security administration for mainframe, servers, and PCs
- Groupware services
- Operating systems such as MVS, Unix, AIX, NT, Novell
- Server services for mail, file and print
- Asset management of the County's hardware and software
- Change management and problem management processes and procedures
- Physical and logical database support

Service Provider will initiate prompt and appropriate corrective action to rectify any performance or availability failures in order to return the County's processing to the desired functional and operational state. The Service Provider will ensure all appropriate performance and measurement data is collected for reporting actual service delivery statistics.

The Service Provider has primary responsibility for developing and maintaining strict security processes and procedures for the protection of the County's electronic and physical assets under control of Service Provider. While it is Service Provider's responsibility to grant access to County's physical and electronic environments, it remains County's responsibility to approve all requests for access.

Service Provider will provide an initial Capacity Baseline Report to the County. A Capacity Management Plan will be developed within 90 days after startup with Quarterly Capacity Forecast Reports being delivered thereafter. As an ongoing process, Service Provider will notify County during the monthly Capacity Planning meeting, when the systems, hardware, systems software, application software or any portion is being used to a capacity at which the County should consider any upgrade, enhancement or addition to prevent the failure to meet performance standards. Detailed reports will be delivered to the County that presents the current status.

The Service Provider is responsible for providing technical support in the form of consultation, problem determination, and general assistance to the County data processing users. The goal of this function is to provide the benefit of systems programming knowledge and expertise to the County data services users. This will be delivered by developing policies and procedures for

access to the support staff, reply and escalation procedures for inquiry follow-up and tracking, management reports for identifying educational needs and providing statistics and information in the form of management reports for County to evaluate the performance of technical services.

The Service Provider is responsible for ensuring stable, predictable and reliable operating level and systems software. Included in this responsibility are the installation, testing, upgrading and maintenance of all operating level and systems software.

**Service
Provider
Staff
Availability:** 7 x 24

**Summary of
Activities:**

- Manage and operate the development, test, and production processing environments;
- Provide and utilize problem management procedures for, but not limited to, reporting, problem determination, tracking, escalation, notification, and root cause analysis
- Provide the County a processing environment that is secure and hardened; enforce and administer the County's security procedures and policies; support and maintain security software; provide physical security administration for centralized processing; and cooperate with third party audits
- Provide systems management for centralized and distributed systems by monitoring system console functions; report and respond to all system resources and LAN/WAN events and alerts
- Provide production control and batch schedule management on a 7 x 24 basis to create, edit, move, schedule and control jobs and processes
- Provide backup and recovery for centralized and distributed environments
- Provide and utilize documented change management procedures based on the County's requirements
- Provide capacity planning and performance tuning for centralized and distributed environments
- Provide asset management services for County hardware and software; update asset database when any assets are moved or otherwise modified, with new hardware and software data, and purge returned/retired assets from database in accordance with County's asset disposal policy
- Provide management for media storage for all mainframe and servers; monitor and report on all DASD and Tape utilization
- Provide print management services for all reports and printed output and maintain a secure physical environment
- Develop, document, and enhance standards and procedures in conjunction with the County; and provide methodologies for the enforcement of these

standards covering but not limited to job control language, recovery & naming standards

**Process
Outputs:**

- Standard monthly service level attainment reports
- Root Cause Analysis report for all Critical Incidents
- Capacity Planning monthly report including DASD and Tape Utilization
- Capacity Forecast Reports
- Capacity Planning Initial Baseline Report
- Performance and availability reports
- Security access reports and audit reports
- Scheduling reports
- Job status reports
- Procedures Manual
- Configuration, Topology and Inventory (Asset Management) documents for centralized environment, distributed environment, WAN environment and LAN environment
- Asset Management Reports

Responsibilities Matrix for Data Center Services

| 4. Data Center | County | Supplier |
|---|--------|----------|
| Perform service management tasks in accordance with SLAs | | ✓ |
| Note/recommend suggested changes to policies and procedures | | ✓ |
| Monitor service performance in support of data center | | ✓ |
| Compare service execution to SLAs | | ✓ |
| Communicate with users and Data Center staff | | ✓ |
| Provide feedback on Data Center performance | ✓ | |
| Manage/track service orders | | ✓ |
| Perform capacity monitoring and planning | | ✓ |
| Maintain hardware technology plan | | ✓ |
| Install/test/maintain hardware system IT equipment | | ✓ |
| Define dataset ownership and retention requirements | ✓ | ✓ |
| Operate console and monitor service | | ✓ |
| Identify and resolve problems | | ✓ |
| Mount and remove tape volumes as needed | | ✓ |
| Maintain a tape library, tape management system, and transport tapes to production area as needed | | ✓ |
| Define backup/recovery requirements | ✓ | ✓ |
| Perform periodic incremental and full tape backups | | ✓ |
| Rotate backup tapes with offsite storage facility | | ✓ |
| Conduct backup/recovery tasks | | ✓ |
| Manage paper/forms inventory for data/print center | | ✓ |
| Change paper/forms in printers for data/print center | | ✓ |
| Remove mainframe print jobs and place in output bins, courier and/or mail as instructed | | ✓ |
| Distribute mainframe print jobs to user locations | | ✓ |
| Define automated output distribution requirements | ✓ | ✓ |
| Monitor SLAs | | ✓ |
| Maintain automated output distribution tables | | ✓ |
| Define test-to-production turnover requirements | ✓ | ✓ |
| Authorize and approve test-to-production turnover changes | ✓ | |
| Perform test-to-production tasks per instructions | | ✓ |
| Report on results | | ✓ |
| Perform quality control on test-to-production results | ✓ | ✓ |
| Define test and demand batch schedule requirements | ✓ | ✓ |
| Submit test and demand batch jobs | ✓ | ✓ |
| Provide test and demand batch initiators/queue as defined by Requirements | | ✓ |
| Define job scheduling, re-run requirements for all production jobs | ✓ | ✓ |
| Maintain documentation of all job scheduling, re-run requirements | | ✓ |
| Maintain job scheduling tables | | ✓ |
| Prepare job run parameters | ✓ | ✓ |
| Provide production batch initiators/queue as defined by requirements | | ✓ |
| Validate job results and re-run per instructions | | ✓ |

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| 4. Data Center | County | Supplier |
|---|--------|----------|
| Notify County on job completion per instructions | | ✓ |
| Test, install, and tune operating system software | | ✓ |
| Test, install, and tune subsystem software | | ✓ |
| Install application software as needed | | ✓ |
| Manage mainframe computing hardware and software to optimize service levels and minimize County resource requirements | | ✓ |
| Provide technical assistance as requested | | ✓ |
| Provide feedback on service level requirement updates | ✓ | ✓ |
| Monitor and report on SLAs | | ✓ |
| Document recommended improvements | | ✓ |
| Implement improvement plans | | ✓ |
| Maintain change requirements | ✓ | ✓ |
| Maintain change policies and procedures | | ✓ |
| Determine change cost and impact | | ✓ |
| Authorize and approve changes | ✓ | ✓ |
| Notify affected clients of change timing and impact | | ✓ |
| Implement changes | | ✓ |
| Test change implementation | | ✓ |
| Report results of change | | ✓ |
| Perform quality control | ✓ | ✓ |
| Maintain security requirements | ✓ | ✓ |
| Authorize and approve logon/security level access of County Employees, agents, and subcontractors | ✓ | |
| Implement access changes | | ✓ |
| Maintain physical security of assets | | ✓ |
| Maintain logical security of assets | | ✓ |
| Conduct periodic security checks per requirements | | ✓ |
| Report security violations | | ✓ |
| Resolve security violations | ✓ | |
| Perform software update and implementation. | | ✓ |
| Grant access sufficient to allow implementation of upgrades to the security software. | ✓ | ✓ |
| Evaluate and approve results of changes to security software. | ✓ | ✓ |
| Administer Dallas County login ids and access authority and reset Dallas County passwords. | | ✓ |
| Define and implement information security classification. | | ✓ |
| Monitor and control storage performance and resolve problems and exceptions. | | ✓ |
| Assign and initialize disk volumes. | | ✓ |
| Determine dataset and volume placement in accordance with the established Supplier data management procedures. | | ✓ |
| Set and maintain disk resource efficiency. | | ✓ |
| Maintain established disk standards. | | ✓ |
| Perform data backup and recovery for data center in accordance with backup and recovery requirements in accordance with the established disaster recovery procedures. | | ✓ |
| Identify, in writing, critical data to be backed up. | ✓ | ✓ |

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Appendix F 14

| 4. Data Center. | County | Supplier |
|--|--------|----------|
| Monitor file space and report to Dallas County monthly. | | ✓ |
| Approve requests for disk resource increases and decreases. | | ✓ |
| Review and approve disk resource change requests with 30 day lead time. | | ✓ |
| Restore data when necessary, in accordance with the established data management procedures. | | ✓ |
| Add/subtract disk volumes as requested and approved by Dallas County. | | ✓ |
| Complete tape mount requests. | | ✓ |
| Monitor tape hardware for malfunction and resolve problems and exceptions. | | ✓ |
| Perform daily tape hardware maintenance. | | ✓ |
| Maintain scratch pool and provide for additional tapes. | | ✓ |
| Produce reports on tape retention periods. | | ✓ |
| Request changes to tape retention periods. | | ✓ |
| Implement requested changes to tape retention periods. | | ✓ |
| Assist in removal of out dated information on tape. | | ✓ |
| Maintain integrity of tape library system. | | ✓ |
| Monitor tape usage and resolve problems and exceptions. | | ✓ |
| Receive, disperse, maintain, and monitor "foreign" tapes. | | ✓ |
| Initialize new tapes. | | ✓ |
| Define off-site storage requirements. | | ✓ |
| Using established procedures, define tape data sets, volumes and backups created by Dallas County applications for inclusion in off-site storage. Specify number of copies and retention period. | | ✓ |
| Coordinate offsite storage functions including logging, tracking labeling, ordering, receiving and sending tapes. | | ✓ |
| Provide third party Supplier for off-site storage. | | ✓ |
| Manage third party off-site storage Supplier contract. | | ✓ |
| Review, inspect and audit off-site storage facility and validate contents, (on a semi-annual basis). | | ✓ |
| Review, inspect and audit off-site storage facility and validate contents, (on an annual basis). | | ✓ |
| Purchase tapes, tape racks, labels and other miscellaneous library supplies. | | ✓ |
| Identify conflicts in schedule cycles. | | ✓ |
| Provide input as to resolution of conflicts. | ✓ | ✓ |
| Implement changes to schedule. | | ✓ |
| Maintain follow-up procedures. | | ✓ |
| Provide, as requested, schedule status updates. | | ✓ |
| Define mutually agreeable test system requirements for batch schedule tests. | ✓ | ✓ |
| Schedule available time for the batch schedule and confirm with user groups. | ✓ | ✓ |
| Confirm scheduled time for batch with user groups. | | ✓ |
| Execute batch schedule. | | ✓ |
| Monitor batch automation system for exceptions. | | ✓ |
| Utilize automated procedures, as appropriate. | | ✓ |

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Appendix F 15

| 4. Data Center | County | Supplier |
|---|--------|----------|
| Observe schedules, report exceptions, fix abends and escalate per procedures. | | ✓ |
| Maintain procedures on production Batch. | | ✓ |
| Monitor, resolve and report exceptions in turnover process. | | ✓ |
| Advise Dallas County on resolution of exceptions in process as requested. | | ✓ |
| Monitor and maintain staging, quality assurance and production libraries and resolve problems/exceptions for Supplier provided products. | | ✓ |
| Monitor and maintain development libraries and resolve problems/exceptions. | | ✓ |
| Identify and review new standards and changes. | ✓ | ✓ |
| Update standards documentation with new standards. | ✓ | ✓ |
| Perform all manual and automated console operations and operate computer equipment, except print equipment at Dallas County. | | ✓ |
| Perform all manual and automated Printer operations and operate printer equipment | | ✓ |
| Identify system and sub-systems problems. | | ✓ |
| Resolve systems and sub-systems problems. | | ✓ |
| Monitor performance of operating system and sub-systems and resolve problems/exceptions. | | ✓ |
| Monitor and report Computer Room environmental variances | | ✓ |
| Provide input as to resolution of identified problems, when appropriate. | | ✓ |
| Implement identified solutions. | ✓ | ✓ |
| Coordinate data center automation projects. | | ✓ |
| Support automated operating system products. | | ✓ |
| Review and approve implementation of automation projects. | ✓ | ✓ |
| Support data center reporting requirements. | | ✓ |
| Maintain consistent uptime for operations automation. | | ✓ |
| Provide a monitoring plan, including the following information: <ul style="list-style-type: none"> • Item monitored • Is monitoring mandatory (yes/no) • Warning limit • Monitoring interval • Usual action if item is beyond the warning limit. | | ✓ |
| Monitor system throughput, usage and capacity, and resolve problems and exceptions. | | ✓ |
| Analyze and report Dallas County trends. | | ✓ |
| Forecast Dallas County business requirements on a monthly basis. | | ✓ |
| Notify of appropriate capacity resources to meet projections supplied by Dallas County | | ✓ |
| Analyze workload capacity. | | ✓ |
| Prepare and produce resource planning reports on quarterly basis. | | ✓ |
| Report usage and capacity requirements to Dallas County on a monthly basis. | | ✓ |
| Conduct system level performance tuning. | | ✓ |
| Define and maintain Supplier performance tuning, analysis and | | ✓ |

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Appendix F 16

| 4. Data Center | County | Supplier |
|--|--------|----------|
| reporting procedures documents. | | |
| Provide performance reporting. | | ✓ |
| Conduct system performance reviews. | | ✓ |
| Measure and analyze system performance. | | ✓ |
| Review system performance and recommend adjustments where deemed necessary. | ✓ | ✓ |
| Receive, monitor and report change requests. | | ✓ |
| For major changes, submit project plans to Dallas County for review and comments. | | ✓ |
| Identify and communicate alternatives. | ✓ | ✓ |
| Participate in change review meetings. | ✓ | ✓ |
| Conduct walk through review of all changes. | ✓ | ✓ |
| Approve and prioritize all change requests. | ✓ | ✓ |
| Maintain and communicate prioritization and schedule of change requests. | | ✓ |
| Conduct post-implementation review meeting. | ✓ | ✓ |
| Initiate and record change requests. | | ✓ |
| Develop and maintain project plans. | | ✓ |
| Notification to Dallas County of change. | | ✓ |
| Present and coordinate change through the change process. | | ✓ |
| Communicate training request and needs for Dallas County users and Supplier's support personnel on changes and enhancements. | | ✓ |
| Provide information as necessitated by global impact of the change. | | ✓ |
| Initiate production schedule changes in accordance with change control process. | ✓ | ✓ |
| Approve production schedule changes. | ✓ | ✓ |
| Implement production schedule changes in accordance with the Supplier's established standard change control procedures. | | ✓ |
| Provide updates to processing procedures for production control and for each affected business unit. | | ✓ |
| Approve all system emergency change requests that impact the Dallas County environment. | ✓ | ✓ |
| Provide updates to processing procedures for production control. | | ✓ |
| Conduct application testing on all system and/or database changes. | | ✓ |
| Approve/reject as necessary within documented specifications. | | ✓ |
| Coordinate user acceptance testing for all changes. | | ✓ |
| Review and approve back-out, backup and restore procedures prior to implementation. | | ✓ |
| Develop and document back-out, backup and restore procedures prior to implementation. | | ✓ |
| Contact Dallas County's Project Executive, perform back-out, backup, and restore on failed migrations. | | ✓ |
| Update system change request status. | | ✓ |
| Provide the Problem Management processes on a 7 x 24 x 365 basis. | | ✓ |
| Help Desk records, logs, prioritizes, assigns severity, monitors progress, resolves level 1 issues, and assigns to the proper level 2 group for prompt resolution. | | ✓ |

Dallas County
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Commercial in Confidence

Appendix F 17

| 4. Data Center | County | Supplier |
|---|--------|----------|
| Provide level 2 and higher support to determine and resolve assigned problems, within scope of contract, (includes third party providers of hardware, software and network). | | ✓ |
| Maintain problem log, monitor timely resolution of open problems for those calls assigned to the Supplier. | | ✓ |
| Notify Dallas County management of the on-going status and final resolution. | | ✓ |
| Pursue and validate successful resolution of resolved problems. | | ✓ |
| Provide and maintain a method for proper escalation of problems within both the Supplier's and Dallas County's management. | ✓ | ✓ |
| Report problem statistics at account management meetings or as required for those calls assigned to the help desk. | | ✓ |
| Conduct root cause analysis on high-impact problems to identify preventive measures, assess risk, and bring to closure, jointly with Dallas County, if appropriate. | | ✓ |
| Conduct post-mortem review on level 1 problems | | ✓ |
| Approve or escalate post-mortem review recommendations. | ✓ | |
| Implement post-mortem recommendations as requested/assigned for respective areas of service responsibility within the scope of services. | | ✓ |
| Produce, maintain, and update operations manual. | | ✓ |
| Approve changes to operations manual as it relates to procedures performed by Supplier on Dallas County's behalf. | | ✓ |
| Implementation services include the start-up activities necessary to support a new compute environment or a complete replacement of an existing compute environment. IT services proposed for Dallas County are as follows: | | |
| Obtaining, assembling, deploying, installing, customizing and tuning products | | ✓ |
| Performing integration and acceptance testing | | ✓ |
| Preparing for ongoing production support services | | ✓ |
| Systems management is defined as the process of analyzing, evaluating and reviewing the compute operation to ensure the operational requirements are met. The services included in this package are as follows: | | |
| System availability monitoring | | ✓ |
| Compute operations automation | | ✓ |
| Storage management | | ✓ |
| Interactive availability management | | ✓ |
| Performance management | | ✓ |
| Capacity management | | ✓ |
| Customized performance reporting | | ✓ |
| Customized capacity reporting | | ✓ |
| Standard software distribution and support | | ✓ |
| Preventive maintenance | | ✓ |
| Software refresh | | ✓ |
| Modified product support | | ✓ |
| Systems database (DBMS) support | | ✓ |

Dallas County
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Appendix F 18

| 4. Data Center | County | Supplier |
|--|--------|----------|
| Dallas County-requested product support | | ✓ |
| Software component detail | | ✓ |
| Maintenance of current software list | | ✓ |
| Hardware configuration management will provide Dallas County with services for installing and maintaining the compute environment to meet changing requirements for compute resources. The range of hardware configuration management services include the following: | | |
| Hardware configuration | | ✓ |
| Hardware support and maintenance | | ✓ |
| Hardware refresh services | | ✓ |
| Supplier service level management | | ✓ |
| Separate test and production environments | | ✓ |
| Separate data sets & libraries for production and test | | ✓ |
| List of hardware component | | ✓ |
| Maintain list of current hardware configuration | | ✓ |
| Workload management services provide the support processes and procedures to manage all aspects of batch processing. Services included the following: | | |
| Batch scheduling | | ✓ |
| Batch monitoring | | ✓ |
| Production promotion | | ✓ |
| Security management services include the support processes necessary to provide security for the Dallas County's data. Services include the following: | | |
| Data Integrity Protection Software | | ✓ |
| Access control | | ✓ |
| Physical security | | ✓ |
| Audit compliance services | | ✓ |
| Incident and compliance management | | ✓ |
| Documented data center access procedures | | ✓ |
| Supplier shall provide a liaison to act as a focal point for all Suppliers systems support and professional services Elements of this service include the following: | | |
| Continuous operational support | | ✓ |
| Request management | | ✓ |
| Change management | | ✓ |
| Problem management | | ✓ |
| Standard service reviews and reporting (including CPU and DASD capacity/ utilization reports and response time reports) | | ✓ |
| Documented operations procedures | | ✓ |
| Provision of Supplier's product manuals and program directories to Dallas County | | ✓ |
| Provision of Supplier's third-party product manuals and program directories to Dallas County | | ✓ |
| Documented installation procedures | | ✓ |
| Documented problem and change management process | | ✓ |
| Review of implementation request and the platform solution design | ✓ | ✓ |

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Appendix F 19

| 4. Data Center | County | Supplier |
|---|--------|----------|
| to verify the requirements | | |
| Interaction with the identified network provider to help confirm that the platform configuration integrates the network requirements | | ✓ |
| Validation that the appropriate hardware and system-level software products, for example, the operating system and non-application software, are obtained | | ✓ |
| Communication of any support issues or implementation concerns through the site-specific communication process | ✓ | ✓ |
| Installation and configuration of system-level software according to the requirements defined in the platform solution design | | ✓ |
| Final review of the implementation to determine whether the requirements have been met. Based on the final review, a production implementation live date is agreed to, at which point Implementation Services end | ✓ | ✓ |
| Performing systems operation functions such as power on/off and start/stop/reset device intervention | | ✓ |
| Performing system consoles monitoring and associated actions | | ✓ |
| Monitoring environmental controls, where possible, and taking actions based on detected problems or issues | | ✓ |
| Coordinating with suppliers, where possible, to resolve compute environment problems | | ✓ |
| Performing problem determination, day-to-day maintenance, and support for automation products and operational processes | | ✓ |
| Identifying opportunities to remove manual interventions for ongoing support services | | ✓ |
| Monitoring, verifying, and escalating issues as necessary for operating systems and related system software backups and authorized restores | | ✓ |
| Managing operational support processes for managing manual and automated tape mounts | | ✓ |
| Maintaining the tape library to ensure the integrity of the media and storage location to include scratch and foreign tapes | | ✓ |
| Maintaining media including media reliability evaluation and aging and replacement processes | | ✓ |
| Coordinating procurement of expendable supplies, for example, tapes, cleaning supplies, and so forth | | ✓ |
| Problem resolution including problem determination, interface, and escalation with third-party suppliers as required to correct system component problems | | ✓ |
| Participation in identifying system problems including connectivity and associated network problems | | ✓ |
| Inventory and tracking of system-level software components and changes | | ✓ |
| Performing basic operating system software tuning as required to maintain day-to-day operations | | ✓ |
| Installing preventive maintenance to supported system software products to prevent known problems from impacting the operating environment | | ✓ |

| 4. Data Center | County | Supplier |
|---|--------|----------|
| Providing communication to application providers for planned changes in product functionality that may impact application support when system software maintenance is applied | | ✓ |
| Implementing a permanent corrective action with appropriate monitoring procedures to ensure software faults are eliminated from the operating environment | | ✓ |
| Maintaining installed hardware base | | ✓ |
| Providing hardware problem resolution including interfacing with hardware suppliers for problem isolation and resolution | | ✓ |
| Monitoring midrange compute hardware, including processors, storage, and peripherals for malfunction | | ✓ |
| Escalating hardware-related malfunctions to the supplier for resolution | | ✓ |
| Managing midrange hardware maintenance requirements based on the manufacturer's recommended schedule | | ✓ |
| Coordinating and providing installation support hardware corrective maintenance requirements with suppliers | | ✓ |
| Maintaining documentation of hardware configurations, including equipment placement, cabling, fiber, and connectivity details | | ✓ |
| Managing data migration and data movement processes, where possible, based on current hardware and software configuration to enable storage asset replacement | | ✓ |
| Processes and procedures to maintain base operating system data integrity protection software product options | | ✓ |
| Identification and implementation of software parameters to meet the security policy requirements as available on the specific operating system environment | | ✓ |
| Processing authorized requests to create, delete, or change a user ID from an authorized submitter | | ✓ |
| Providing the avenue to receive and respond to user problems in the areas of sign-on difficulties, password resets, and Logon/Login/Sign-On assistance | | ✓ |
| Maintaining a secure database of access authorizations by user | | ✓ |
| Providing a secure work environment through policies and standards | | ✓ |
| Providing regular communications of issues, concerns, and request schedules | | ✓ |
| Managing through put of print queues | | ✓ |
| Coordinating required corrective actions and associated target dates | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Data Center Operations | \$ 1,533,454 | \$ 1,533,454 | \$ 1,533,454 | \$ 1,533,454 | \$ 1,533,454 | \$ 7,667,270 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|------------------------|-----------|-----------|-----------|-----------|----------|
| Data Center Operations | \$311,576 | \$292,683 | \$235,941 | \$150,627 | \$83,885 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals

TFC Entry(for year Y) - [M*(TFC Entry(for year Y)/Contract Year Denominator (for year Y))].

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:

\$55,848/48 = \$1,163.5/month;

\$1,163.5 X 5th month of Contract Year 2 = \$5,817.5 used during the first 5 months of Contract Year 2;

Then \$55,848-\$5,817.5 = \$50,030.5 Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Data Center Services

Data Center Service

1. Production Batch Processing

| Objective: | To monitor the Production Batch schedules and facilitate effective communications between the Service Provider and County Management through the delivery of Production Batch service levels. | | | | | | |
|------------------------|--|-------|-------------|-----------------------|---|------------------------|---|
| Definition: | <p>Production Batch Processing is (a) executing scheduled and non-scheduled production batch jobs; (b) monitoring and maintaining mainframe and server availability and performance to ensure the timely completion of the batch processing cycle; (c) completing the batch processing cycle so that online processing is timely initiated.</p> <p>Daily Production Batch Schedule is the daily schedule of Scheduled Production Batch Jobs including normal start and end times. Scheduled Production Batch Jobs are the jobs that are pre-scheduled in the Dallas County automated scheduling system with predetermined time-date activities.</p> <p>Non-Scheduled Production Batch Jobs are the jobs that are not pre-scheduled in the Dallas County automated scheduling system.</p> | | | | | | |
| Method: | Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Production Batch statistic, used to calculate the monthly service level reports and will provide the detail to the County Contract Manager as requested. | | | | | | |
| Metrics: | <table border="1"> <thead> <tr> <th>Value</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Minimum Service Level</td><td>Completion of the Daily Production Batch Schedule is not missed more than twice per month</td></tr> <tr> <td>Increased Impact Level</td><td>Completion of the Daily Production Batch Schedule is not missed more than 3 times per month</td></tr> </tbody> </table> | Value | Description | Minimum Service Level | Completion of the Daily Production Batch Schedule is not missed more than twice per month | Increased Impact Level | Completion of the Daily Production Batch Schedule is not missed more than 3 times per month |
| Value | Description | | | | | | |
| Minimum Service Level | Completion of the Daily Production Batch Schedule is not missed more than twice per month | | | | | | |
| Increased Impact Level | Completion of the Daily Production Batch Schedule is not missed more than 3 times per month | | | | | | |
| Indicator: | Critical | | | | | | |
| Responsibility: | <u>Service Performance:</u> Service Provider responsible for providing Production Batch Processing Report | | | | | | |

Period: Monthly

Hours of Operation: 7 x 24

Resource Range: Number of Production Batch Jobs are equal to 17,000 plus 10% during a 30 day month.

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Online Availability

| Objective: | The Service Provider will measure the availability of the County online applications to all mainframe users. | | | | | | |
|----------------------------|--|--------|-------------|-----------------------|---|------------------------|--|
| Definition: | <p>Hours Available is the number of hours per month when one or more mainframe application are scheduled to be available to and usable by all users throughout the County to perform transactions and update their files.</p> <p>Hours Unavailable is the number of hours per month when any mainframe application is either not available or not usable when scheduled.</p> <p>The Online Availability Ratio is calculated using the following formula: $(\text{Hours Available} - \text{Hours Unavailable}) / \text{Hours Available}$</p> | | | | | | |
| Method: | Data Capture: The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report. | | | | | | |
| Metrics: | <table border="1"> <thead> <tr> <th>Values</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Minimum Service Level</td><td>The Minimum Service Level for the Online Availability Ratio is 98.5%.</td></tr> <tr> <td>Increased Impact Level</td><td>The Increased Impact Service Level for the Online Availability Ratio is 96%.</td></tr> </tbody> </table> | Values | Description | Minimum Service Level | The Minimum Service Level for the Online Availability Ratio is 98.5%. | Increased Impact Level | The Increased Impact Service Level for the Online Availability Ratio is 96%. |
| Values | Description | | | | | | |
| Minimum Service Level | The Minimum Service Level for the Online Availability Ratio is 98.5%. | | | | | | |
| Increased Impact Level | The Increased Impact Service Level for the Online Availability Ratio is 96%. | | | | | | |
| Indicator: | Critical | | | | | | |
| Responsibility: | <u>Service Performance:</u> Service Provider responsible for providing Online Availability Report | | | | | | |
| Period: | Monthly | | | | | | |
| Hours of Operation: | 7 am – 6 pm, Monday – Friday > Mainframe maintenance – One Sunday per month, 1 pm – 5 pm > RS6000 Servers maintenance – Two Sundays per month, 1 pm – 5 pm (Per published schedule) | | | | | | |
| Report: | Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice. | | | | | | |

3. Online Response Time (Internal)

Objective: To monitor the response time for all online application and facilitate effective communications between the Service Provider and County Management through the delivery of monthly service level reports.

Definition: The **Online Response Time Ratio** is the fraction of the time (or equivalent percentage of time) that online transactions are completed internally in less than 2 seconds for RS6000 server transactions and in less than 1 second for all other mainframe transactions, as measured utilizing system management tools.

Method: Data Capture: The Service Provider will develop a repository of all the information to produce the Production Online Response Time statistics and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | 99% of mainframe transactions < 2 sec. 99% of RS6000 server transactions < 3 sec. |
| Increased Impact Level | 90% of mainframe transactions < 2 sec. 90% of RS6000 server transactions < 3 sec. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Online Response Time Reports

Period: Monthly

Hours of Operation: 7 am – 6 pm, Monday – Friday
 > Mainframe maintenance – One Sunday per month, 1 pm – 5 pm
 > RS6000 Servers maintenance – Two Sundays per month, 1 pm – 5 pm
 (Per published schedule)

Resource Range: Number of transactions per month are equal to 6,688,000 plus 10% during a thirty (30) day month for the mainframe transactions

The RS 6000 resource range will be mutually determined within sixty (60) days after commencement date and will be established as the current number plus ten percent (10%).

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County

Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

4. Distributed Systems Availability

Objective: The Service Provider will measure the availability of the County Distributed Systems (Servers) connected to the County network.

Definition: **Hours Available** is the number of hours per month when one or more distributed systems are scheduled to be available to and usable by users throughout the County.

Hours Unavailable is the number of hours per month when any distributed system is either not available or not usable when scheduled.

The **Distributed Systems Availability Ratio** is calculated using the following formula: $(\text{Hours Available} - \text{Hours Unavailable}) / \text{Hours Available}$.

Method: **Data Capture:** The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report.

Metrics:

| Value | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the Distributed Systems Availability Ratio is 99%. |
| Increased Impact Level | The Increased Impact Level for the Distributed Systems Availability Ratio is 97.5%. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Distributed Systems Availability Reports

Period: Monthly

Hours of Operation: 24 x 7 less scheduled outages.

Resource Range: Includes the RS6000 only.

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

5. Production Report Distribution

Objective: To monitor the distribution of County production reports and facilitate effective communications between the Service Provider and County Management through the delivery of the Production Reports.

Definition: **Production Reports** are those reports produced from production jobs that are printed in the 5th floor County Data Center Print Room.

Production Report distribution - Monitoring and maintaining a log for reports that are produced via mainframe and server processing and are printed in the County Data Center Print Room.

Method: - Data Capture: The Service Provider will develop a repository of the information to produce the report distribution reports.

| <u>Report Name</u> | <u>Delivery Time</u> |
|-------------------------------------|----------------------|
| [To be completed during transition] | 07:00 |

Metrics:

| Value | Target (Metric) |
|-----------------------|---|
| Minimum Service Level | 90% of all Reports will be available in the Print Distribution Area by 7:00 am Monday – Friday and will not miss more than two (2) times per period |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Production Report Distribution Reports

Period: Monthly

Hours of Operation: 7 x 24, 365

Resource Range: Number of Reports Printed per day for all daily, weekly, monthly, quarterly, annual and as needed reports. The resource range will be mutually established within sixty (60) days of commencement date and will be established as the current number of reports plus ten percent (10%).

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

6. Root Cause Analysis

Objective: To determine root cause of problems that the County determines is critical or chronic nature and facilitate effective communications between the Service Provider and County Management by delivery of Root Cause Analysis Reports.

Definition: **Root Cause Analysis** – a process that goes beyond the superficial issues surrounding a problem to determine the basic cause(s) and/or reason(s) for the current malfunction, error, or failure.

Method: Data Capture: The Service Provider will follow an agreed upon process for Root Cause Analysis and will produce the Root Cause Analysis report.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | Root Cause Analysis Report will be produced within seven (7) business days of the occurrence 95% of the time |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Root Cause Analysis Report

Period: Each Occurrence

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

7. Data Backup and Restore

Objective: To ensure that County defined system and business-critical customer data is backed up and/or archived according to defined schedules or criteria and to minimize the business impact of any loss of or corruption to the original data, while maintaining maximum availability of the data to business applications.

Definition: A data backup is the creation of a copy of County data as of a specifically defined point in time. The **Full Data Backup** is the creation of a complete copy of all County data as of a specifically point in time. The **Daily Data Backup** is the daily incremental backup performed to backup all changes to County data since the last Full Data Backup or Daily Data Backup whichever occurred last. All backups must constitute an accurate and complete copy of the data to which they are directed. This includes the mainframe and production RS6000 only.

Method: Data Capture: SMF, DFHSM, or other system activity and storage reporting utility software

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level is met when all except two (2) Full Data Backups and Daily Data Backups are properly performed as scheduled during the month. |
| Increased Impact Level | The Increased Impact Level is met when all except three (3) (Full Data Backup or Daily Data Backup) are properly performed as scheduled during the month. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Data Backup and Restore Reports

Period: Monthly

Hours of Operation: 7 x 24, 365

Resource Range: This will be mutually determined 60 days after commencement date and will be established as the current number plus 10%.]

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter.

The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

8. Capacity Planning

Objective: To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of monthly Capacity Planning reports.

Definition: **Capacity Planning** - Monitoring mainframe, server, and peripheral capacity and produce appropriate statistical data

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Planning Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Monthly Capacity Planning Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Capacity Planning Report

Period: Monthly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

9. Capacity Forecast

Objective:

To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Forecast Report.

Definition:

Capacity Forecast - Monitoring mainframe, distributed systems, and peripherals to provide appropriate statistical reporting showing the current system usage and trend graphics with forecast based on growth needs of the County.

Method:

Data Capture: The Service Provider will develop a repository of the information (a) showing current system usage for all mainframe and Distributed Systems Servers (b) providing usage and trend graphics; (c) and to show forecast based on growth input from the County to produce the Capacity Forecast Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Value | Description |
|-----------------------|--|
| Minimum Service Level | The Capacity Forecast Report shall (a) conform to the template specified in the "Reports" section below; and (b) The Service Provider will tender the report on or before the seventh (7th) business day of the new quarter and will accurately report the capacity forecast on the last day of the preceding quarter. |

Indicator:

Quality

Responsibility:

Service Performance: Service Provider responsible for providing Capacity Forecast Reports

Period:

Quarterly

Hours of Operation:

7 x 24, 365

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

10. Capacity Planning Baseline

Objective: To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Baseline Report

Definition: **Capacity Planning Baseline** - Monitoring all mainframe, distributed systems, and peripherals to provide appropriate statistical reporting showing the current system usage.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Baseline Report.

Metrics:

| Metrics | Description |
|------------------------|---|
| Minimum Service Level | Provide initial report 60 days after Commencement date. Provide annual report by April 1 |
| Increased Impact Level | Provide initial report 75 days after Commencement date. Provide annual report by April 15. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Capacity Planning Baseline Report

Period: Annual

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

11. Media Management

Objective: To facilitate effective communication between the Service Provider and County Management, and to fully inform the County, regarding the actual use of all tape and DASD storage media in use for the County.

Definition: The Media Management Report is designed to assist in ensuring that the tape and DASD usage is managed efficiently and effectively. This report should identify inefficient use of all media types and provide recommendations to reclaim storage (tape and DASD) in an effort to reduce or eliminate future expense.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Media Management Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | The Media Management Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Media Management Report

Period: Monthly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

12. Security Access - Physical

Objective: To ensure consistent high quality resolution for Security Access request to the physical buildings throughout Dallas County.

Definition: **Physical Security Access Request (PSAR)** is the request by County personnel or contractors for access to the numerous County facilities where entrance is protected by badge readers. Access to County facilities may require several levels of signature approval and possible background check before access is granted. This approval process is managed by the County. The Service Provider will record and track all Physical Security Access Request. The **PSAR Performance Ratio** is the number of PSAR's completed in five (5) business days divided by the number of PSAR's to be responded to during the month.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Physical Security Access Request Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Desired |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the PSAR Performance Ratio is 100% |
| Increased Impact Level | The Increased Impact Level for the PSAR Performance Ratio is 98%. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Physical Security Access Request Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

13: Security Access - Data

Objective:

To ensure consistent high quality resolution for Security Access request to the data (e.g., dataset, database, table access) in both the test and production environment for Dallas County.

Definition:

Data Security Access Request (DSAR) is the request by County personnel or contractors for access to County data, files and tables where access is control by the IT Department. Access to County data, files and tables may require several levels of signature approval before access is granted. This approval process is managed by the County. The Service Provider will record and track all Data Security Access Request. The **DSAR Performance Ratio** is the number of DSAR's completed in five (5) business days divided by the number of DSAR's to be responded to during the month.

Method:

Data Capture: The Service Provider will develop a repository of the information to produce the Security Access-Data Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the DSAR Ratio is 100%. |
| Increased Impact Level | The Increased Impact Service Level for the DSAR Ratio is 98%. |

Indicator:

Critical

Responsibility:

Service Performance: Service Provider responsible for providing Transition Budget Reports
Compliance Management: Service Provider provides reporting and analysis for this service level.

Period:

Monthly

Hours of Operation:

8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

14. Unscheduled System Outage

Objective: To monitor system availability and facilitate effective communications between the Service Provider and County Management regarding system availability.

Definition: System Availability provides an indication of County personnel productivity in terms of County applications being available for use. **Monthly Scheduled Downtime** is a planned occurrence when system functionality is unavailable to users during the applicable month as per the annual County Scheduled Downtime Calendar. **Monthly Unscheduled Downtime** is an occurrence not planned that the system functionality is unavailable to users during the applicable month.

Method: - Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the System Availability Ratio.

Metrics:

| Value | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the System Availability is: Mainframe system (1 unscheduled) Unix System (2 unscheduled) Distributed Systems (4 unscheduled) |
| Increased Impact Level | The Increased Impact Service Level for the System Availability is Mainframe system (2 unsched) Unix system (4 unsched) Distributed System (8 unsched) |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing System Availability Report

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support (Mainframe and Distribute Systems)

Hours of Operation: 7 X 24 (RS6000)

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

15. System Software Currency

Objective: To facilitate effective communications between the Service Provider and County Management through (a) the delivery of the System Software Report; (b) maintaining a schedule of system software license renewal requirements; (c) ensure that the County systems software are current to the agreed upon levels; (d) and ensure the County is in compliance, within applicable standards, for all system software licenses.

Definition: All system software licenses are managed by the Service Provider. Service Provider will contact product providers and obtain the appropriate patches, upgrades, passwords, and documentation prior to the planned implementation.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the System Software Currency Report and will provide the detail to the County Contract Manager as requested.

Metrics:

| Value | Description |
|-----------------------|--|
| Minimum Service Level | The Minimum Service Level for the System Software Currency is to maintain all systems software within two release levels (supported versions). |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing System Software Currency Report

Period: Annual

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report will be agreed to by the Parties not later than October 31st of the preceding calendar year.

Exhibit E**Transferred Equipment**

There is no transferred equipment.

Exhibit F

Customer Facilities and Equipment

Centralized Services

The data center is located at 509 Main Street, Dallas, Texas 75202, on the fifth (5) floor of the Records Building. The mainframe and centralized servers are housed at this location and the business of the County is processed at this site. Additionally, the County supports tax processing and collections for numerous entities including the Dallas Independent School District and City of Dallas from this site.

The fifth (5) floor data center processes several of the County's systems and applications on an IBM 9672-RB5. There are two LPAR's on this 2-way processor, one production and one test. The combined system utilization is 60% with the production LPAR using 90 %. This 2-way box is configured with 24 ESCON, 12 parallel channels, 2 Gb of memory. The DASD configuration of 863 GB of storage is on IBM 9395/9394 RAMAC. The DASD is 40% utilized. IBM's RMM controls the 26,500 tapes on-site, and 1,095 tapes off-site tape library. There are 18,350 tape mounts per month. These are mounted on HDS 7480 cartridge drives (3480 type) and Memorex reel drives (3420 type). Additionally, there is a print room located on the fifth floor adjacent to the computer room. The output is 10,000 lines of print per month; the printers are Siemens 2200-3 laser printer and IBM 4245-001 line printer. The functions performed include printing and distribution of reports.

Additional centralized computing includes IBM RS/6000's with an IBM 7337-306 DLT Library. A detailed list of the hardware can be found in Appendix 1. All hardware is owned by the County, except the IBM 9672-RB5, which is leased. The current vendor manages all in-scope hardware and software maintenance contracts. The County has financial responsibility for all in-scope software licenses and associated maintenance contracts.

Telecommunication links, lines, circuits, etc. are paid for directly by the County. Other than financial advantage, there is no reason for the County to have these services in the County's name.

The terminals in use by the County are 3270 terminals and plug compatibles linked to the mainframe via cluster controllers. These controllers are IDEA/Courier 9442 Local and Remote Terminal control units (BTAM) attached to an AT&T COMTEN 5620 Communications Controllers with SNA and bisync modems. There is a Network Systems RDS controller (remote device support) and a Hydra 3000 Communications Protocol Converter. The rest of the network uses a pair of IBM 3044 Fiber Optic Channel Extenders, CISCO 7200 SNA router (3270 emulation), FENET-2 OSA card to Ethernet T100, and some 3174 Control Units for a Token Ring to 3 SAA Gateways. The majority of the personal computers in use by the County are connected via hubs and routers operating in a Novell environment. There are some NT networks within the County. A network diagram can be found in Appendix 4 and the list of network equipment can be found in Appendix 3.

The facilities in use include raised floor space (3897 sq ft) located downtown on the fifth floor of the Dallas County Records Building. This raised floor includes 840 sq ft utilized for tape storage. The computer room has a total of 1.6 KVA and a UPS rated for 374KW (usage is approximately 60KW). The cooling capacity is 95 tons. Also on the fifth floor is 9558 sq ft of office space used primarily for IT personnel. Additionally, there is 2325 sq ft of office space located on the third floor that is also used by IT personnel. There is a server room located on the first floor of the Crowley Courts building with raised floor of 504 sq ft. Located in the basement of the Lew Sterrett building is another 320 sq ft of raised floor space. The County owns the in-scope facilities; these facilities are available for use by the Vendor. There are no current issues that require an alternate use for these facilities and therefore would continue to be available. The current outsourcer employs on-site staff of approximately 60 management, administrative, technical, operational, and support personnel. In-scope IT personnel who are employees of the current outsourcing vendor could be made available for transfer subject to certain terms and conditions of the current agreement.

A 1.1 File Server Table

| Server Name | Network OS | Make | Model | RAM | Disk Space | Location | Speed |
|-------------------|---------------------|--------|---------------|------|------------|-------------------------------|--------|
| ABS1 | Novell Netware 4.11 | Dell | 4200 | 256M | 18GB | 5th floor of records building | 10/100 |
| ABS2 | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | 5th floor of records building | 10/100 |
| ADMIN_EMAIL | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | 5th floor of records building | 10/100 |
| CDSERVER | Novell Netware 4.11 | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |
| County_Clerk_2450 | Novell Netware 5.1 | DELL | 2450 | 1GB | 36GB | Crowley Courts Building | T-1 |
| COMMSERV | Novell Netware 4.11 | COMPAQ | Prosignia 300 | 64M | 1.8GB | 4th Floor George Allen | 10/100 |
| COURTS | Novell Netware 4.11 | COMPAQ | Prosignia 300 | 96M | 1.8GB | 4th Floor George Allen | 10/100 |
| DA_APPELLATE | Novell Netware 4.11 | DELL | 2300 | 512M | 9GB | Crowley Courts Building | T-1 |
| DCJD | Novell Netware 4.11 | DELL | PE4300 | 1GB | 18GB | 2nd floor Henry Wade | T-1 |
| DCJD_DA | Novell Netware 4.11 | DELL | PE2450 | 1GB | 18GB | 2nd floor Henry Wade | T-1 |
| DCJD-2 | Novell Netware 4.11 | DELL | SP466 | 64M | 2GB | Youth Village | 128K |
| DCJD-3 | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Cliff House | 512K |
| DISTRICT_CLERK | Novell Netware 4.11 | DELL | 6300 | 1GB | 18GB | Ground floor George Allen | 10/100 |
| FAM_CT_SVS | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | Basement George Allen | 10/100 |
| FAM_DIST_CT | Novell Netware 4.11 | A/OPEN | BG45AP5VM | 96M | 2GB | Basement George Allen | 10/100 |
| FAMV | Novell Netware 4.11 | DELL | 4100/200 | 256M | 18GB | Crowley Courts Building | T-1 |
| FCCB_DA | Novell Netware 5.1 | DELL | PE6300 | 1GB | 18GB | Crowley Courts Building | T-1 |
| FCCB_DA_BMGR | Novell Netware 5.1 | DELL | PE2450 | 1GB | 18GB | Crowley Courts Building | T-1 |

Dallas County
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Commercial in Confidence

Appendix F 45

| Server Name | Network OS | Make | Model | RAM | Disk Space | Location | Speed |
|-----------------|---------------------|------|-----------|------|------------|-------------------------------|--------|
| FCCB_DA_CITRIX | Windows NT-Citrix | DELL | PE2450 | 1GB | 18GB | Crowley Courts Building | T-1 |
| FCCB_DATRAINING | Novell Netware 5.1 | DELL | PE2450 | 1GB | 18GB | Crowley Courts Building | T-1 |
| FCCB_DA_SQL | Windows NT 4.0 SRV | DELL | PE4400 | 1GB | 18GB | Crowley Courts Building | T-1 |
| FCCB_EMAIL | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | Crowley Courts Building | T-1 |
| FCCB_FMS | Novell Netware 4.11 | DELL | 2400 | 512M | 9GB | Crowley Courts Building | T-1 |
| FCCB_PROCOM | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Crowley Courts Building | T-1 |
| FCCB1 | Novell Netware 4.11 | DELL | 4200 | 256M | 18GB | Crowley Courts Building | T-1 |
| GACB_EMAIL | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | 5th floor of records building | 10/100 |
| GWMAIL | Novell Netware 4.11 | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |
| HHS_EMAIL | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | HHS | T-1 |
| HS01 | Novell Netware 4.11 | DELL | 4100/4200 | 128M | 9GB | HHS | T-1 |
| UJC_EMAIL | Novell Netware 4.11 | DELL | PE4300 | 1GB | 18GB | 2nd Floor Henry Wade | T-1 |
| JP21_FBR | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Farmer's Branch | 256K |
| JP22_IRV | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Irving | 256K |
| JP31_DAL | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Dallas | 256K |
| JP32_RICH | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Richardson | 256K |
| JP4_GAR | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Garland | T-1 |
| JP51_MES | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Mesquite | 256K |
| JP52_GRP | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Grand Prairie | 256K |
| JP52_LAN | Novell Netware 4.11 | DELL | 2200 | 64M | 2GB | Lancaster | 256K |
| JP61_62_DAL | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Dallas | 256K |
| JP7_DAL | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | Dallas | 256K |
| JP81_82_RLT | Novell Netware 4.11 | DELL | 2200 | 128M | 2GB | RL Thornton | 256K |
| SAA1 | Novell Netware 4.11 | DELL | GX1 | 128M | 4GB | 5th floor of records building | 10/100 |
| SAA2 | Novell Netware 4.11 | DELL | Gn+ | 128M | 4GB | 5th floor of records building | 10/100 |
| SAA3 | Novell Netware 4.11 | DELL | GX1 | 128M | 4GB | 5th floor of records building | 10/100 |
| SCT_DALLAS | Novell Netware 4.11 | DELL | 4200 | 256K | 18GB | 5th floor of records building | 10/100 |
| TRAIN_SERVER | Novell Netware 4.11 | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |
| ADMINCOMM | Windows NT 3.51 SRV | DELL | 4300 | 1GB | 18GB | 5th floor of records building | 10/100 |
| CO_DALLAS | Windows NT 4.0 SRV | DELL | 2300 | 512M | 9GB | 3rd floor of records building | 10/100 |
| IProxy1 | Windows NT 4.0 SRV | DELL | Gn+ | 128M | 4GB | 5th floor of records building | 10/100 |
| IProxy2 | Windows NT 4.0 SRV | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |
| IProxy4 | Windows NT 4.0 SRV | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |

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| Server Name | Network OS | Make | Model | RAM | Disk Space | Location | Speed |
|-------------------|---------------------|--------|----------|------|------------|-------------------------------|--------|
| SCT_CDROM1 | Windows NT 4.0 SRV | JES | 0076-1 | N/A | N/A | 5th floor of records building | 10/100 |
| DALLAS_RNM | Windows NT 4.0 SRV | DELL | XPS R400 | 1GB | 2GB | 5th floor of records building | 10/100 |
| STD | Novell Netware 4.11 | DELL | 4300 | 1GB | 18GB | 5th floor of records building | 10/100 |
| FINPRDA1 | Windows NT 4.0 SRV | IBM | 7000 | 1GB | 14GB | 5th floor of records building | 10/100 |
| FINPRDA2 | Windows NT 4.0 SRV | IBM | 7000 | 1GB | 14GB | 5th floor of records building | 10/100 |
| FINPRDA3 | Windows NT 4.0 SRV | IBM | 7000 | 1GB | 14GB | 5th floor of records building | 10/100 |
| FINDEVA1 | Windows NT 4.0 SRV | IBM | 7000 | 1GB | 14GB | 5th floor of records building | 10/100 |
| FINDEVA2 | Windows NT 4.0 SRV | IBM | 7000 | 1GB | 14GB | 5th floor of records building | 10/100 |
| WEBSERV | Windows NT 4.0 SRV | DELL | 2300 | 512M | 9GB | 5th floor of records building | 10/100 |
| ELEPRDA1 | Windows NT 4.0 SRV | DELL | 4300 | 1GB | 18GB | HHS Elections | T-1 |
| ELEPRDA2 | Windows NT 4.0 SRV | DELL | 4300 | 1GB | 18GB | HHS Elections | T-1 |
| OPTICAL01 | Windows NT 4.0 SRV | DELL | GXA | 128M | 4GB | HHS Elections | T-1 |
| MEGAPROFILE | Windows NT 4.0 SRV | DELL | GX1 | 128M | 4GB | HHS Elections | T-1 |
| ELECTIONSPDC | Windows NT 4.0 SRV | DELL | GX1 | 128M | 4GB | HHS Elections | T-1 |
| SCT TEST | Novell Netware 4.11 | DELL | 2300 | 512M | 9GB | 3rd floor of records building | 10/100 |
| GWMAIL2 | Novell Netware 4.11 | DELL | 4400 | 1GB | 54GB | 5th floor of records building | 10/100 |
| WINFRAME | Novell Netware 4.11 | DELL | SP5133 | 128M | 2GB | 5th floor of records building | 10/100 |
| Y2KAPPS | Novell Netware 4.11 | COMPAQ | 2500 | 256M | 2GB | 5th floor of records building | 10/100 |
| VINES COMPUTER | Novell Netware 4.11 | DELL | GX110 | 256M | 4GB | 5th floor of records building | 10/100 |
| KRONOS | Windows NT 4.0 SRV | IBM | 5500 | 1GB | 40GB | 5th floor of records building | 10/100 |
| WEBSERV1 - KRONOS | Windows NT 4.1 SRV | IBM | 5000 | 1GB | 17GB | 5th floor of records building | 10/100 |
| WEBSERV2 - KRONOS | Windows NT 4.0 SRV | IBM | 5000 | 512M | 17GB | 5th floor of records building | 10/100 |
| FALCON | Novell Netware 4.11 | DELL | GX1 | 128M | 4GB | 5th floor of records building | 10/100 |

Server RS/6000 Hardware Configuration

Production RS/6000 Database Server

| COMPONENT | VALUE | DETAILS |
|--------------------|-----------------------------|--|
| Host Name | FINPRDDB | 10.2.100.55 |
| Model | S70 | 7017-S70 |
| Operating System | AIX | AIX V4.3.2 |
| Drives | | |
| -Floppy | Yes | 3.5 inch 1.44 Mb |
| -Tape | 4mm | 4 or 6 Gb Tapes |
| -CDROM | Yes | 32 X |
| -Disk Drives | 45 Gb internal | 2 – 4.5 Gb, 2 – 18 Gb |
| SCSI Adapters | SCSI-2 | 2 – Integrated SCSI-2 Fast/Wide Adapters |
| Network | Ethernet | 10/100 (PCI) |
| Memory | 5 Gb | |
| Processor(s) | 8 x 125 MHz | RS64A Processors |
| RAID Adapter | | SSA Multi-Initiator/RAID EL Adapter |
| SSA DISK Subsystem | 140Gb | 32 – 9.1 Gb |
| Tape Library | Digital Linear Tape Library | Model 7337 - 306 |

Development RS/6000 Database Server 1

| COMPONENT | VALUE | DETAILS |
|------------------|----------------|--|
| Host Name | FINDEVDB | 10.2.100.54 |
| Model | H50 | 7026-H50 |
| Operating System | AIX 4.3 | AIX V4.3.2 |
| Drives | | |
| -Floppy | Yes | 3.5 inch 1.44 Mb |
| -Tape | 4mm | 4 or 6 Gb Tapes |
| -CDROM | Yes | 32 X |
| -Disk Drives | 74 Gb internal | 6 – 4.5 Gb, 1 – 9.1 Gb, 2 – 18 Gb |
| SCSI Adapters | SCSI-2 | 2 – Integrated SCSI-2 Fast/Wide Adapters |
| Network | Ethernet | 10/100 (PCI) |
| Memory | 3 Gb | |
| Processor(s) | 4 x 332 MHz | 604e Processors |
| Rack | System Rack | 7014-S00 |

Development RS/6000 Database Server 2

| COMPONENT | VALUE | DETAILS |
|------------------|----------------|--|
| Host Name | FINDEV2 | 10.2.100.58 |
| Model | H50 | 7026-H50 |
| Operating System | AIX 4.3 | AIX V4.3.2 |
| Drives | | |
| -Floppy | Yes | 3.5 inch 1.44 Mb |
| -Tape | 4mm | 4 or 6 Gb Tapes |
| -CDROM | Yes | 32 X |
| -Disk Drives | 90 Gb internal | 2 – 9.1 Gb, 4 – 18 Gb |
| SCSI Adapters | SCSI-2 | 2 – Integrated SCSI-2 Fast/Wide Adapters |
| Network | Ethernet | 10/100 (PCI) |
| Memory | 1 Gb | |
| Processor(s) | 2 x 332 MHz | 604e Processors |
| Rack | System Rack | 7014-S00 |

Development RS/6000 Database Server 3

| COMPONENT | VALUE | DETAILS |
|--------------------|-----------------|--|
| Host Name | DCRS6K | 10.2.1.2 |
| Model | R40 | 7015-R40 |
| Operating System | AIX 4.3 | AIX V4.3.2 |
| Drives | | |
| -Floppy | Yes | 3.5 inch 1.44 Mb |
| -Tape | 8mm | 5 Gb |
| -CDROM | Yes | 32 X |
| -Disk Drives | 2.2 Gb internal | 1 – 2.2 Gb |
| SCSI Adapters | SCSI-2 | 2 – Integrated SCSI-2 Fast/Wide Adapters |
| Network | Ethernet | 10 (PCI) |
| Memory | 2 Gb | |
| Processor(s) | 8 x 332 MHz | 604e Processors |
| Rack | System Rack | 7014-S00 |
| SSA Disk Subsystem | 72 Gb | 16 – 4.5 Gb |

- Tape Detail: DLT model 7337-306, 550 tapes stored in computer room racks (no offsite storage)
- There are two backup processes:
 - 1) The "hot backup" runs six (6) nights a week
 - 2) The "cold backup" runs one (1) night a week

Mainframe Hardware Configuration

LPAR CONFIGURATION

- Total Storage:
2048mb Controlled 1536mb Exp 512mb HAS +20% for Dynamic
- Production LPAR:
Controlled 1264mb Exp 448mb 90% not capped 2 processors
- Test LPAR :
Controlled 192mb Exp 64mb 10% not capped 2 processors

DASD

- IBM 9395/9394 RAMAC
863 Gb
- Used and free space totals:
40% used 60% free

TAPE STATISTICS

- Monthly Tape Mounts:
18,350
- Number of reels/cartridges in the on-site tape library:
26,500
- Number of reels/cartridges in the off-site tape library:
1,095
- Additional tape information:
RMM is the tape management system used from IBM OS/390 software

PRINTED MATERIAL

- 10,000 lines of print per month on all forms. 120,000 lines print annually all forms
- Onsite printing required by client to be able to pick up reports and distribute to departments first thing in the morning.
- All reports for Dallas County departments are ready for pick by 07:30 am 7x24
- Mail fulfilment requirements - Federal Express delivery of round reel tapes
- Special print requirements - Mainframe Remote Printing done at JP and Tax Offices
- No fiche requirements

DALLAS COUNTY MAINFRAME CONFIGURATION 2001

| Count | Make | Model | OS | Description |
|-------|--------------------|-----------------|------------|---|
| 1 | IBM | 9672 - RB5 | OS.390 2.7 | 2 way CPU, 24 ESCON, 12 parallel Channels, 2Gb memory, 1 Production LPAR, 1 Test LPAR |
| 5 | IBM | 9394/9395 RAMAC | | Emulating 3380's |
| 3 | IBM | 9394/9395 RAMAC | | Emulating 3390's Total DASD 863 Gb |
| 1 | IBM | 3494 | | Automated Tape Library System |
| 2 | IBM | 3490e | | Cartridge Drives |
| 12 | HDS | 7480 | | Cartridge Drives (Type 3480's) |
| 2 | Memorex | 3221/3222 | | Reel Tape Drives (Type 3420's) |
| 2 | Siemens | 2200-3 | | Laser Printers |
| 1 | IBM | 4245-001 | | Line Printer |
| 1 | AT&T COMTEN | 5620 | | Communications Controller with 5 SNA and 43 lines bisync /w 100 remote modems locations (Type 3745) |
| 50 | IDEA/ Courier | 9442 | | Local Terminal Control Units (all but 4 BTAM) |
| 60 | IDEA/ Courier | 9442 | | Remote Terminal Control Units (BTAM) |
| 3 | Network Systems | RDS | | Remote Device Support Controller. One host attached unit and 2 remote units |
| 2 | Hydra | 3000 | | Communications Protocol Converters (one unit is out of service) |
| 1 | Hydra | SNA | | Communications Protocol Converters (out of service) |
| 1 | IBM | 3044 | | Fiber Optic Channel Extenders (Pair) |
| 1 | Cisco | 7200 | | SNA Router (3270 emulation) |
| 1 | FENET-2 | | | OSA card to an Ethernet T100 |
| 3 | IBM | 3174 | | Control Units - Token Ring to 3 SAA Gateways |

All Hardware is owned by Dallas County except for the IBM 9672 mainframe and it is on a Lease

- Lease term/financial detail for all leased hardware
 - IBM 9672 RB5 Monthly Lease 36 mo @ \$36,367.78 / mo - with IBM Credit Corp.

Exhibit G**Third Party Contracts and Third Party Software****Mainframe Software****IBM Software**

| NAME | DESCRIPTION |
|------------------|-------------|
| ADSM 3.01 | |
| CICS 2.1.2 & 4.1 | |
| SDSF | |
| BTAM/SP 1.1 | |
| PPFA 1.1 | |
| OGL 1.1 | |
| PSF 3.1 | |

OEM Software

| NAME | DESCRIPTION |
|-----------------------------|-----------------------------|
| Code-1 2.4 | |
| Syncsort 3.7 | Internal sort utility |
| MailStream 2.4 | Mail utility |
| RDS/ESA 4.01 | Report distribution utility |
| Oasis 2.10 | System utility |
| AutoSys 4.50 | System utility |
| AutoAction 3.40 | System utility |
| AutoRerun 2.40 | System utility |
| ViewDirect 6.1 | System utility |
| Catalog Solutions 8.3 | System utility |
| NAME | DESCRIPTION |
| VSAM Quick Index 4.3 | System utility |
| Performance Solutions 2.2.2 | System utility |
| VSAMTUNE 3.3 | Software utility |
| EasyTrieve 6.2 | Report writer utility |
| Expediter/TSO 5.4 | Software utility |

| | |
|--------------------|--|
| FileAid 8.0.2 | Software utility |
| AbendAid 9.0.4 | Software utility |
| ChangeMan 4.1.6 | Program code version control utility |
| Ager 2000 | Y2K utility |
| Intertest/CICS 5.4 | Online test utility |
| Omegamon/CICS | CICS system monitor |
| Omegamon/MVS | MVS system monitor |
| Hourglass 2000 | Y2K utility |
| IDMS 11.0 | CA database |
| ZEKE 4.10c | System utility |
| ZACK 2.1a | System utility |
| ZEEB 2.2a | System utility |
| SAS 8.1 | 4GL graphical report writer |
| AMIGOS | An access method used by the majority of our applications instead of VSAM |
| Librarian | A source code manager now marketed by Computer Associates. This version is an unsupported release. |

Server Software

| APPLICATION | VERSION | STATUS | VENDOR |
|--|---------|----------------------------------|--------|
| Oracle Database | 8.0.5 | Soon to install 8i | Oracle |
| KRONOS Time clock record keeping | | Runs on NT server with Oracle DB | KRONOS |

Exhibit H**Customer Software**

[To be provided by Dallas County]

Exhibit I

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

Exhibit J

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

APPENDIX G

SERVICE AGREEMENT NO. 5: FOR HELP DESK SERVICES

This Service Agreement No. 5 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 5 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 5 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 5. County shall have the option to renew this Service Agreement for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 5 and any renewal of the Service Agreement No. 5.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 5.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures ;they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter,

or annual basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 5 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In

such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement

Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case

of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. Service Provider Software and Third Party Software. Service Provider Software and Third Party Software are referenced in Exhibit E.

11. Help Desk services are provided in a shared environment.

EXHIBITS TO HELP DESK SERVICES**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Agreement |
| Exhibit E | Service Provider Software and Third-Party Software |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider User Services Manager shall be determined.

Exhibit B

Services

Help Desk

Service Provider will provide a Help Desk to act as a single point of accountability in response to the County's problems and service requests. Service Provider will assume full responsibility for resolving all problems and in-scope service requests. Service Provider will staff the Help Desk with individuals who will log all problems and requests in an automated ticket tracking system. The Help Desk staff will be able to answer many of the County's IT-related questions and serve as Level 1 support. Level 1 staff members should be courteous and responsive to the County, as well as maintaining a general knowledge of the County's applications and technology infrastructure. They will also co-ordinate with Level 2 and Level 3 support if escalation to these levels is required. Level 1 individual will assume responsibility for closing all tickets and verifying with the County employees that the problem or request has been resolved to their satisfaction. Additionally, Service Provider will produce reports from the ticket tracking system that will be used to inform the County of the effectiveness of Service Provider Help Desk services.

**Service
Provider
Staff**

5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Availability:

**Summary of
Activities:**

- Maintain and distribute primary Help Desk phone number
- Provide and Administer ticket tracking system
- Level 1 support
- Escalation and Notification of Service Provider and County Management
- Coordinate Level 2 and Level 3 Support
- Root cause analysis and general technical support for critical and recurring issues
- Trending analysis, identification and reporting of recurring issues
- Satisfaction Survey
- Reporting and Documentation

**Process
Outputs:**

- Standard, monthly service level attainment reports
- Automated ticket tracking reports
- Problem/change management logs
- Call management reports
- Daily Report of open and outstanding tickets

Responsibilities Matrix for Help Desk Services

| 5. Help Desk | County | Supplier |
|--|--------|----------|
| Authorize and approve help desk solutions | ✓ | |
| Recommend changes to policies and procedures | | ✓ |
| Maintain problem escalation and County reporting standards and Policies | ✓ | ✓ |
| Maintain services and standards | ✓ | |
| Manage/track help desk utilization | | ✓ |
| Perform call center capacity monitoring and planning | | ✓ |
| Maintain call center layout | | ✓ |
| Install/test/maintain call center facilities | | ✓ |
| Provide help desk support in English | | ✓ |
| Helpdesk Reporting | | ✓ |
| Maintain and report inquiry statistics | | ✓ |
| Produce and provide ticket inventory and status reports | | ✓ |
| Collect and report on call statistics | | ✓ |
| Develop satisfaction survey measurement method, distribution schedule and procedures | | ✓ |
| Approve satisfaction survey measurement method, distribution schedule and procedures | ✓ | ✓ |
| Administer satisfaction survey | | ✓ |
| Compile satisfaction survey results | | ✓ |
| Document and distribute satisfaction survey results | | ✓ |
| Review customer satisfaction survey results in next scheduled status meeting | ✓ | ✓ |
| Modify satisfaction survey, distribution schedule and procedures, if necessary | ✓ | ✓ |
| Approve modifications to satisfaction survey, distribution schedule and procedures | ✓ | ✓ |
| Provide telephone number for Helpdesk contact | | ✓ |
| Manage first contact with Dallas County users via telephone | | ✓ |
| Interact with Dallas County users in a professional, efficient and service-oriented manner, consistently | | ✓ |
| Define Level 1, problem/service handling requirements and procedures | | ✓ |
| Approve Level 1 problem/service handling requirements and procedures | ✓ | ✓ |
| Document, publish and maintain Helpdesk procedures | | ✓ |
| Provide a SPOC for all service requests and problem management | | ✓ |
| Encourage all Dallas County users to contact the Help Desk with all requests for service and problem resolution | ✓ | ✓ |
| Provide a ticket tracking system to expedite management of Help Desk inquiries | | ✓ |
| Level 1 | | |
| Record, log, prioritize, assign severity, monitor progress, and resolve (if, possible) problem calls while on the phone (for all service | | ✓ |

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| 5. Help Desk | County | Supplier |
|---|--------|----------|
| areas) | | |
| Perform problem and request management and monitoring | | ✓ |
| Assist in prioritization of problems and requests | ✓ | |
| Route ticket to Level 2 and/or Level 3 support if needed | | ✓ |
| User follow up on successful resolution of problem/service request | | ✓ |
| Close problem ticket in accordance with approved procedures | | ✓ |
| Use ticket tracking system to expedite management of Helpdesk calls | | ✓ |
| Open, log, prioritize and monitor progress of inquiries | | ✓ |
| Query the user for all relevant information concerning the inquiry, including, but not limited to, user name, user location/department, user phone number, inquiry severity, and description of request/problem | | ✓ |
| Resolve of shrink-wrap feature, function, usage problems and of technical non-server related issues while on the telephone, when possible | | ✓ |
| Provide troubleshooting and first-level problem resolution for in-scope systems and devices | | ✓ |
| Perform inquiry problem and service request management in accordance with handling requirements | | ✓ |
| Assist in prioritization of inquiries | ✓ | |
| Re-route misdirected calls. | | ✓ |
| Escalate problems in accordance with Dallas County escalation procedures. | | ✓ |
| Maintain current status of all open tickets. | | ✓ |
| Provide status and updates on tickets at Dallas County's request or according to handling and/or problem escalation procedures | | ✓ |
| Reopen ticket if Dallas County user indicates that the inquiry was not resolved to the user's satisfaction | | ✓ |
| Level 2 | | |
| Analyze problem | | ✓ |
| Contact external Suppliers/service providers, if needed | | ✓ |
| Resolve problem if possible | | ✓ |
| Route ticket to Level 3 support if needed | | ✓ |
| Requester approve successful resolution of problem/service request | | ✓ |
| Update and close problem ticket in accordance with approved procedures | | ✓ |
| Provide and maintain appropriate Level 2 and Level 3 contact information | ✓ | ✓ |
| Provide requirements to establish access to the Supplier's ticket tracking system by non-Supplier personnel (e.g., non-Supplier Level 2 and Level 3 support personnel, Dallas County management, etc.) | | ✓ |
| Ensure that Supplier receives relevant information to allow access to the Supplier's ticket tracking system by non-Supplier personnel | ✓ | ✓ |
| Establish access to Supplier's ticket tracking system by non-Supplier personnel | | ✓ |
| Provide training as necessary on how to use the Supplier's ticket | | ✓ |

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| 5. Help Desk | County | Supplier |
|--|--------|----------|
| tracking system to non-Supplier personnel authorized by Dallas County to access the Supplier's ticket tracking system | | |
| Route inquiries to the appropriate Level 2 and Level 3 support areas | | ✓ |
| Escalate problems in accordance with Dallas County problem escalation procedures | | ✓ |
| Contact appropriate Level 2 and Level 3 support areas to obtain clarifications of ticket information for status purposes | | ✓ |
| Level 3 | | |
| Analyze problem | | ✓ |
| Contact external Suppliers/service providers, if needed | | ✓ |
| Resolve problem | | ✓ |
| Requester approve successful resolution of problem/service request | ✓ | |
| Update and close problem ticket in accordance with approved Procedures | | ✓ |
| Monitor and document service level objectives and agreements | | ✓ |
| Measure and analyze performance relative to objectives and agreements | | ✓ |
| Develop improvement plans | | ✓ |
| Authorize and approve improvement plans | ✓ | |
| Implement improvement plans | | ✓ |
| Report on service level results | | ✓ |
| Report on help desk statistics and trends as requested | | ✓ |
| Maintain change management process requirements (call management systems, call Equipment) | ✓ | ✓ |
| Determine change cost and impact | | ✓ |
| Document data to support change management meetings | | ✓ |
| Notify affected clients of change timing and impact | | ✓ |
| Perform quality control | ✓ | |
| Maintain security requirements | ✓ | |
| Maintain physical security of assets | | ✓ |
| Conduct security checks per requirements | | ✓ |
| Report security violations | | ✓ |
| Resolve security violations | ✓ | |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Help Desk | \$ 1,190,373 | \$ 1,190,373 | \$ 1,190,373 | \$ 1,190,373 | \$ 1,190,373 | \$ 5,951,864 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------|-----------|-----------|-----------|----------|----------|
| Help Desk | \$224,488 | \$152,502 | \$114,377 | \$76,251 | \$38,126 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry (for year Y) - $[M \times \{TFC \text{ Entry (for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Help Desk Services

Help Desk

1. Answer Time

Objective: To monitor the calls to the Help Desk and insure that calls are answered in timely manner.

Definition: The **Answer Time** is the amount of time it takes for a Service Provider Customer Service Representative to answer an inbound telephone call to the Help Desk.
The **Answer Time Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of monthly calls featuring an answer time of 60 seconds or less divided by the number of calls received that month.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the batch processing reports.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the Answer Time Performance Ratio is 90% within 60 seconds. |
| Increased Impact Level | The Increased Impact Level for the Answer Time Performance Ratio is 70% within 60 seconds. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Transition Budget Reports

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Resource Range: Number of Calls per month do not exceed 6,250

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. First Call Resolution

Objective: To ensure a high quality and quantity of immediate resolution of HELP DESK calls on the first call.

Definition: When a Dallas County user calls the Help Desk to report a problem and request assistance, and the Help Desk is able to resolve the problem during that same phone call, a **First Call Resolution (FCR)** has occurred.

The **FCR Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of FCR's per month divided by the number of Help Desk Calls per month. The FCR Performance Ratio is measured with respect to all calls with the exception of the following: Firewall; Hardware; Network, Application, and Database Failure; System Outage; PBX; Power; Procurement; and Telecomm. Helpdesk personnel must be given the required administrative/access rights to resolve the call.

Method: Data Capture: The Service Provider will track first call resolution statistics via its problem ticket system, and will develop a repository of the information to report the results and resolution improvement programs to the County monthly.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the FCR Performance Ratio is 50%. |
| Increased Impact Level | The Increased Impact Level for the FCR Performance Ratio is 40%. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing First Call Resolution Reports

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Resource Range: Number of Calls per month do not exceed 6,250

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Help Desk Satisfaction Survey

Objective: To ensure that the Help Desk Survey measures those criteria which impact the County's user community by testing to determine whether end user feedback is consistent with the reported performance against service levels.

Definition: A successful quality review will be determined based on the degree of correlation between the user community's perceptions of service performance and actual Service Level results.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Help Desk Satisfaction Survey Report.

| Metrics: | Values | Description |
|----------|---------------|---|
| | Service Level | The Help Desk Satisfaction Survey Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered quarterly on January 1 st , March 1 st , July 1 st , and September 1 st of each calendar year. (c) Average rating of 3 on a scale of 1 to 5. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Help Desk Satisfaction Survey Reports

Period: Quarterly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

4. Problem Management

Objective:

To provide and maintain a single point of responsibility for the management, reporting and tracking of problems. Supplier will maintain an integrated problem management system for the centralized reporting and tracking of problems under the control of Supplier. This system will assist in the management of notification and problem escalation within both Supplier and Customer organizations. Additionally, this system will assist in providing reporting, as required, on reported problems.

Definition:

A problem is any unanticipated or unplanned event that deviates from standard activity or expectations. Supplier will provide problem tracking, resolution, and reporting. All problems are classified by Priority.

Priority 1 - EMERGENCY Work stoppage during normal working hours for which there is no work around, and is deemed critical by client e.g. entire system down, entire network down, etc.

Priority 2 - SEVERE IMPACT Work stoppage during normal working hours deemed as severe by client. Performance and/or functionality is degraded or limited even though there is a work around, but client can access function on another machine.

Priority 3 - LIMITED USER IMPACT Work stoppage may occur in the future as a result of current processing or infrastructure difficulties. There may or may not be a work around, productivity is impacted, but client does not need it daily.

Priority 4 - NO USER IMPACT Used for moves, adds or changes.

Method:

Data Capture: The Service Provider will develop a repository of the information to produce the Problem Management reports.

Metrics:

| Values | Description |
|---------------|---|
| Service Level | A percentage of all reported problems will be tracked and escalated according to the following severity levels: Priority User List (as defined in Exhibit G) – 95% Priority 1 - 90% Priority 2, Priority 3, and Priority 4 - 85% |

| Service Priorities | Priorities | Service Levels | |
|-----------------------------|------------|----------------|-----------|
| | | MTTRespond | MTTRepair |
| Priority 1 - Emergency | | 30 min | 1 ½ hr |
| Priority-2:Severe Impact | | 100 min | 4 hr |

| | | | |
|----------------------------------|--|-------|--------|
| Priority 3 – Limited User Impact | | 8 hr | 16 hr |
| Priority 4 – No User Impact | | 12 hr | As sch |

| Values | Description |
|------------------------|--|
| Increased Impact Level | A percentage of all reported problems will be tracked and escalated according to the following severity levels: Priority User List – 90% Priority 1- 85% Priority 2, Priority 3, Priority 4 - 80% |

| Service Priorities | Priorities | Service Levels | |
|--------------------------------|------------|----------------|-----------|
| | | MTTRespond | MTTRepair |
| Priority 1 – Emergency | | 45 min | 2 hr |
| Priority 2-Severe Impact | | 2 hr | 6 hr |
| Priority 3-Limited User Impact | | 10 hr | 20 hr |
| Priority 4 – No User Impact- | | 24 hr | As sch |

Critical

Indicator:
Responsibility:

Service Performance: Service Provider responsible for providing problem management reports

Period:

Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Resource Range:

Number of Calls per month do not exceed 6,250

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard-electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

Exhibit G

Priority User List

100 people to be determined by the County by the Commencement Date.

APPENDIX H

SERVICE AGREEMENT NO. 6: FOR DATABASE SUPPORT AND MANAGEMENT SERVICES

This Service Agreement No. 6 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 6 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 6 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 6. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 6 and any renewal of the Service Agreement No. 6.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 6.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Appendix D from the Master Service Agreement.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 6 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable

month (excluding Pass-Through Expenses and Special Charges, if any).

(3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level

Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days

in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO DATA BASE SUPPORT AND MANAGEMENT SERVICES**SERVICE AGREEMENT**

| | |
|------------------|--|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Service Provider Software and Third-Party |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider User Services Manager shall be determined.
5. **Data Base Manager:** The Service Provider Data Base Manager shall be determined.

Exhibit B

Services

Database Support & Management

The Service Provider is responsible for providing operational and technical support for the County's production, test and development databases. This includes system level (physical support) and database administrator level (logical support) for each database in use. It is required that the Service Provider will work closely with the application staff and County end users concerning issues of database definition and tuning to ensure optimal response times and throughput. The Service Provider will continually monitor database performance, log file activity, storage capacity and other vital statistics. The Service Provider will ensure that all databases have proper backups and can be recovered as needed in the event of a disaster or other processing related errors. The Service Provider will ensure that all procedures, guidelines, and other pertinent database related information is kept current and readily available to the County.

**Service
Provider
Staff**

Monday – Friday, 8am – 5pm (CST), plus pager support 7 x 24

**Availability:
Summary of
Activities:**

- Installation, management and monitoring of all databases and all database related software
- Management of resources such as memory, disk storage, block/buffer size, etc.
- Performance tuning, capacity planning and configuration management
- Systems level DBA support
- Applications level DBA support
- Provide for database backup and restore
- Implementation of database upgrades and enhancements
- Security and user registration

**Process
Outputs:**

- Standard, monthly service level attainment reports
- Performance, capacity and configuration reports
- Change management reports

Responsibilities Matrix for Database Support & Management Services

| 6. Database Support and Management | County | Supplier |
|---|--------|----------|
| Maintain file/database ownership and retention requirements | ✓ | |
| Design data structures | | ✓ |
| Perform data modeling | | ✓ |
| Create logical database design | | ✓ |
| Create physical database design | | ✓ |
| Determine data element naming conventions | ✓ | ✓ |
| Determine data element access levels | ✓ | ✓ |
| Monitor compliance with naming conventions | | ✓ |
| Design database backup and recovery procedures | | ✓ |
| Determine logical views of database | ✓ | ✓ |
| Recommend DBMS/tools for implementation | | ✓ |
| Perform technical review of DBMS code | | ✓ |
| Monitor DBMS performance | | ✓ |
| Recommend DBMS performance optimization measures | | ✓ |
| Perform database backup and recovery procedures | | ✓ |
| Assist in test-to-production application turnover | ✓ | ✓ |
| Update data element naming conventions as needed | ✓ | ✓ |
| Update data element access levels as needed | ✓ | ✓ |
| Monitor compliance with naming conventions | | ✓ |
| Update logical views of database as needed | | ✓ |
| Provide technical support of DBMS as needed | | ✓ |
| Determine release content via Change Control process and Steering | ✓ | ✓ |

Dallas County
Information Technology Outsourcing Services
Commercial in Confidence

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| 6. Database Support and Management | County | Supplier |
|--|--------|----------|
| Committee guidelines | | |
| Maintain software configuration management data | | ✓ |
| Provide software deployment requirements | ✓ | ✓ |
| Create Release Implementation Plan | | ✓ |
| Prepare Release Notes | | ✓ |
| Approve Release Implementation Plan | ✓ | ✓ |
| Application Software Maintenance | | |
| Execute Project Management throughout life cycle of a change | | ✓ |
| Identify, evaluate, and estimate alternative solutions for software problems | | ✓ |
| Assist in prioritization of problems and requests | ✓ | |
| Perform system testing | | ✓ |
| Troubleshoot software problems | | ✓ |
| Perform software quality assurance function | | ✓ |
| Monitor production systems and provide on-call support | | ✓ |
| Maintain system documentation | | ✓ |
| Obtain User Acceptance signoff | ✓ | ✓ |
| Track status of all service requests made by County | | ✓ |
| Review status of service requests periodically | ✓ | ✓ |
| Prioritize service requests | ✓ | |
| Produce service request report, including status and priority | | ✓ |
| Allocate and assign resources based upon service request report | | ✓ |
| Decide on database software versions, major and minor releases, and patches. | | ✓ |
| Install database software. | | ✓ |

| 6. Database Support and Management | County | Supplier |
|---|--------|----------|
| Install major and minor release changes. | | ✓ |
| Install patches. | | ✓ |
| Verify test results. | | ✓ |
| Test database software. | | ✓ |
| Test major and minor release changes. | | ✓ |
| Test patches. | | ✓ |
| Advise on database management systems and related software versions. | | ✓ |
| Approve database management system and related software version. | ✓ | ✓ |
| Manage database management system and related software licenses. | | ✓ |
| Coordinate database management system and related software releases coordination. | | ✓ |
| Conduct system and/or database testing on all systems changes and enhancements. Approve/reject as necessary within the documented specifications. | | |
| Design, Name, Configure database subsystems. | | ✓ |
| Define Database Topology (development, test and production environments; assignment of applications to databases). | | ✓ |
| Perform table-space management. | | ✓ |
| Make changes to database subsystems as requested by County. | | ✓ |
| Maintain mutually agreed to documentation subsystem recovery. | | ✓ |
| Maintain mutually agreed to documentation of database architecture including storage group plans. | | ✓ |
| Maintain mutually agreed to documentation of database architecture. | | ✓ |
| Maintain mutually agreed to performance statistics | ✓ | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------------------|------------|------------|------------|------------|------------|--------------|
| Database Support and Management | \$ 275,413 | \$ 275,413 | \$ 275,413 | \$ 275,413 | \$ 275,413 | \$ 1,377,063 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------|----------|----------|----------|----------|---------|
| Database Support and Management | \$59,616 | \$47,693 | \$35,769 | \$15,424 | \$7,712 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry(for year Y) - [M*(TFC Entry(for year Y)/Contract Year Denominator (for year Y))].

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:

$\$55,848/48 = \$1,163.5/\text{month}$;

$\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2;

Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA

Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Data Base Services

Data Base Services

1. Production Database Availability

Objective: To monitor production database availability and facilitate effective communications between the Service Provider and County Management regarding availability.

Definition: Production Database Availability provides an indication of County personnel productivity in terms of County applications being available for use. **Monthly Scheduled Downtime** is hours of time database functionality is unavailable to users during the applicable month as per the annual County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that database functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Production Database Availability Ratio** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) / Monthly Scheduled Time.

Method: Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the Production Database Availability Ratio.

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the Production Database Availability Ratio is 95%. |
| Increased Impact Level | The Increased Impact Service Level for the Production Database Availability Ratio is 93%. |

Indicator: Critical

Responsibility: Service Performance: Service Provider is responsible for precisely monitoring and reporting downtime to facilitate the ongoing calculation of the Production Database Availability Ratio.

Period: Monthly

Hours of Operation: 7 x 24 monitoring of availability / downtime

Resource Range: The Production Database Availability Ratio is to be calculated against the availability of all Oracle database applications and KRONOS database applications.

Report: The Production Database Availability Service Level Measurement, and any associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

2. Database Performance

Objective: To monitor the database performance and the Service Provider provides County Management monthly Database Performance reports.

Definition: The **Database Performance Ratio** is the fraction of the time (or equivalent percentage of time) that database transactions are completed internally in less than 4 seconds as measured utilizing database management tools (e.g., Oracle utilities).

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Database Performance reports.

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the Production Database Performance Ratio is 98% in less than 4 seconds. |
| Increased Impact Level | The Increased Impact Service Level for the Production Database Performance Ratio is 96% in less than 4 seconds. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Database Performance Reports

Period: Monthly

Hours of Operation: Monday – Friday, 7am – 7pm (CST), plus pager support 7 x 24

Report: The Production Database Performance Service Level Measurement, and any associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

3. Database Software Release Management

Objective: To maintain currency on database software releases based on the maintenance standard; to implement change into the database environment in the prescribed manner with minimal impact on the County processing; to provide a stable database environment.

Definition: Install maintenance for County Supported Production database software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Database Software Release reports.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Minimum Service Level for the County Supported Production Database Software Release Management is 90%. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Database Software Release Reports

Period: Semi-Annual

Hours of Operation: Monday – Friday, 8am – 5pm (CST), plus pager support 7 x 24

Report: The Production Database Software Release Service Level Measurement, and any associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX I

SERVICE AGREEMENT NO. 7: FOR DISASTER RECOVERY SERVICES

This Service Agreement No. 7 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 7 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 6 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 7. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 7 and any renewal of the Service Agreement No. 7.
6. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 7.
8. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures ;they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 7 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master

Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all

Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource

range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.
12. **Disaster Recovery services are provided in a shared environment.**

EXHIBITS TO DISASTER RECOVERY SERVICES**SERVICE AGREEMENT**

| | |
|------------------|--|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Service Provider Software and Third-Party |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined
4. **User Services Manager:** The Service Provider User Services Manager shall be determined.
5. **Systems Services Manager:** The Service Provider Systems Services Manager shall be determined.
6. **Disaster Recovery Manager:** The Service Provider Disaster Recovery Manager shall be determined.

Exhibit B

Services

Disaster Recovery

For all centralized services, the Service Provider will provide disaster recovery services and test the Service Provider's disaster recovery facility as defined below. The Service Provider will be responsible for the restoration of the entire computing environment following any disaster. Should this event occur, the Service Provider is responsible for ensuring that the computing services are available within the time frames specified in the service levels.

The Service Provider will establish and maintain a plan, which facilitates end users backing up critical data and/or applications on various platforms. The Service Provider is responsible for developing and communicating the plan to County employees.

Service Provider Staff Availability: As needed, per event

Summary of Activities:

- Provide a disaster recovery site, equipment, adequate network connectivity, and management processes in support of the disaster recovery plan
- Maintain an off-site location for environmentally secure storage of electronic media such as systems and applications backup files
- Develop project plans and procedures for conducting semi-annual disaster recovery tests
- Develop and/or maintain a detailed disaster recovery plan for all County environments managed by the Service Provider
- Coordinate with the County departments during the recovery of critical business applications as necessary
- All in-scope systems should be tested at least once annually. A full disaster recovery test is defined as actually moving and restoring critical services to the disaster recovery location

Process Outputs:

- Disaster Recovery Plan
- Disaster Recovery Test Plan
- Disaster Recovery Test Results

Responsibilities Matrix for Disaster Recovery Services

| 7. Disaster Recovery | County | Supplier |
|--|--------|----------|
| Maintain disaster recovery requirements | ✓ | |
| Maintain the disaster recovery plan | | ✓ |
| Maintain offsite location for file storage (administration activities) | | ✓ |
| Develop a disaster recovery plan that will provide alternative for equipment, adequate network connectivity, and management processes in support of the disaster recovery plan | ✓ | ✓ |
| Develop a plan for an off-site location for environmentally secure storage of electronic media such as systems and applications backup files | ✓ | ✓ |
| Develop project plans and procedures for conducting semi-annual disaster recovery tests | | ✓ |
| Develop and/or maintain a detailed disaster recovery plan for all County environments managed | ✓ | ✓ |
| Coordinate with the County departments during the recovery of critical business applications as necessary | | ✓ |
| Test all in-scope systems at least once annually | | ✓ |
| Participate in disaster recovery test | ✓ | |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------|------------|------------|------------|------------|------------|--------------|
| Disastery Recovery | \$ 214,286 | \$ 214,286 | \$ 214,286 | \$ 214,286 | \$ 214,286 | \$ 1,071,429 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------|----------|----------|----------|----------|---------|
| Disastery Recovery | \$38,560 | \$30,848 | \$23,136 | \$15,424 | \$7,712 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals

TFC Entry(for year Y) - [M*(TFC Entry(for year Y)/Contract Year Denominator (for year Y))].

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:

$\$55,848/48 = \$1,163.5/\text{month};$

$\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2;

Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA

Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Disaster Recovery Services

Disaster Recovery Services

1. Disaster Recovery

- Objective:** To provide on-going services to the County after a declared disaster. To provide a disaster recovery plan prior to an event of a declared disaster.
- Definition:** A **Disaster** is any event that disrupts the County's IT Department services, (including unplanned outages of mainframes, RS6000 servers, and network) and service levels to the extent that County invokes the Disaster Recovery Plan.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Disaster Recovery Report.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level is execution of the Disaster Recovery Plan such that full IT Department service delivery is restored within 72 hours. |
| Increased Impact Level | The Increased Impact Level is execution of the Disaster Recovery Plan such that full IT Department service delivery is restored within 96 hours. |

- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Disaster Recovery Reports
- Period:** As needed, per event
- Hours of Operation:** 7 x 24
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Disaster Recovery Test

Objective: The Service Provider will demonstrate its ability to recover the County's information systems at an alternate facility in the event of a disaster.

Definition: The ability to test the Disaster Recovery Plan as determined by the County

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Disaster Recovery Test reports.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the Disaster Recovery Test frequency is semi annual. |
| Increased Impact Level | The Increased Impact Service Level for the Disaster Recovery Test frequency is annual. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Disaster Recovery Test Reports

Period: Annually

Hours of Operation: 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|---|--|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* | that is sent once a month to a percentage of the customer population | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

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any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX J

SERVICE AGREEMENT NO. 8: FOR APPLICATION DEVELOPMENT AND MAINTENANCE SERVICES

This Service Agreement No. 8 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 8 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 8 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 8. County shall have the option to renew this Service Agreement No. 8 for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 8 and any renewal of the Service Agreement No. 8.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 8.

7. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.
8. **Personnel Matters.** The Service Agreement will identify the Service Provider and County Project Managers. Any specific terms applicable to Service Provider or County personnel matters related to the Services will be included, including matters related to Transferred Employees consistent with the Master Agreement.
9. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
10. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
11. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational

in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures ;they are not intended to compensate the County for breach and do not constitute liquidated damages,

damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 8 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of

Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., $0.95 = 95\%$). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related

repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

12. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit J.

**EXHIBITS TO APPLICATION DEVELOPMENT AND MAINTENANCE
SERVICES**

SERVICE AGREEMENT

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Transferred Equipment |
| Exhibit F | Dallas County Facilities and Equipment |
| Exhibit G | Third Party Contracts and Third Party Software |
| Exhibit H | Customer Software |
| Exhibit I | Termination / Expiration Assistance |
| Exhibit J | Service Provider Software and Third-Party Software |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider Services Delivery Manager shall be determined.
5. **Development / Maintenance Manager:** The Service Provider Services Delivery Manager shall be determined.

Exhibit B

Services

Applications Development & Maintenance

Mainframe, Server and PC Applications

The Service Provider will be required to maintain and support the County's existing and future applications. The Service Provider Applications Services will meet all functional, regulatory and legal requirements for the County. Maintenance includes modification and performance testing, quality assurance, as well as production monitoring, troubleshooting software problems and implementing system change requests (whether of in-house developed or purchased systems). The County prefers to use Commercial Off The Shelf (COTS) applications in lieu of in-house developed applications where practical. Development includes the creation of specifications from the County's application design request, returning timely pricing to the County for specified development projects, development of the technical and functional specification detail, prototype creation, application programming, system testing, assistance with County User acceptance testing, and support the movement of the application to production. The Service Provider shall keep all applications in good working order, perform changes and upgrades to applications as requested by the County, and recommend ways to improve performance. The Service Provider will, in all cases, provide and adhere to a standard methodology for all maintenance and development activities. County will work with Service Provider to prioritize and allocate the 8 dedicated resources. The current baseline of resources is 1.5 Full Time Equivalent (FTE) for maintenance work.

Service Provider Staff Availability: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

- Summary of Activities:**
- Project Management
 - Maintenance Activities
 - New Development Activities
 - Change Management
 - Assistance in user testing as requested
 - Maintain Application Inventory and Configuration Information
 - New projects start up
 - Gathers detail project requirements and scope of project information
 - Provides proposed configuration and time line to customer

**Process
Outputs:**

- Standard, monthly service level attainment reports
- License usage reports
- Monthly application staff utilization report
- Software release notes and information
- Service Request Reports

Responsibilities Matrix for Applications Development and Maintenance Services

| 8. Application Development and Maintenance | County | Supplier |
|---|--------|----------|
| Recommend technology platform that best meets business needs | | ✓ |
| Authorize and approve technology platform | ✓ | |
| Recommend functional requirements, usability standards, policies and procedures | | ✓ |
| Authorize and approve functional requirements, usability standards, policies and procedures | ✓ | |
| Manage/track development requests | | ✓ |
| Manage/track maintenance requests | | ✓ |
| Determine functional requirements | | ✓ |
| Develop cost/benefit analysis | | ✓ |
| Obtain County management authorization | ✓ | |
| Develop or modify functional specifications | | ✓ |
| Create or modify program code | | ✓ |
| Conduct unit testing of modules | | ✓ |
| Transfer programs to Quality Assurance | | ✓ |
| Test system conformance to functional requirements | | ✓ |
| Test system conformance to usability standards | | ✓ |
| Ensure system conformance to naming/operational conventions | | ✓ |
| Conduct user acceptance testing | ✓ | ✓ |
| Review and approve quality assurance testing | ✓ | |
| Install local system components and fixes as needed | | ✓ |
| Provide in-person assistance as needed | | ✓ |
| Review and approve application implementation | ✓ | |
| Provide second-level telephone assistance for production systems | | ✓ |

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| 8. Application Development and Maintenance | County | Supplier |
|---|--------|----------|
| Diagnose problem state with maintenance request owner | ✓ | ✓ |
| Analyze existing program code | | ✓ |
| Determine problem | | ✓ |
| Determine problem resolution | | ✓ |
| Document problem and problem resolution | | ✓ |
| Authorize and approve problem resolution | ✓ | |
| Establish change requirements (functions, schedule, technology, performance levels) | ✓ | |
| Implement change requirements | | ✓ |
| Determine change logistics | | ✓ |
| Determine change cost and impact | | ✓ |
| Schedule and conduct change management meeting | | ✓ |
| Authorize and approve change | ✓ | |
| Notify affected County users of change timing and impact | | ✓ |
| Implement change | | ✓ |
| Verify change met objectives and did not have other, negative impacts | ✓ | ✓ |
| Report results of change | | ✓ |
| Perform quality control | ✓ | ✓ |
| Establish security requirements | ✓ | |
| Maintain physical security of assets | | ✓ |
| Conduct periodic security checks per requirements | | ✓ |
| Report security violations | | ✓ |
| Resolve security violations | ✓ | |
| Maintain a detailed inventory of both Supplier provided and third party software products within the County mainframe environments. | | ✓ |

| 8. Application Development and Maintenance | County | Supplier |
|---|--------|----------|
| Install and support system level software products. | | ✓ |
| Test system level software products to insure requested functionality. | | ✓ |
| Participate in software testing and approve results of changes. | | ✓ |
| Provide support of County non-supported software products. | ✓ | ✓ |
| Report system software problems to product manufacturer. | | ✓ |
| Work with system software product manufacture to resolve reported problems. | | ✓ |
| Maintain all system software at supplier supported levels, install maintenance on software within a mutually agreed upon time frame of its release and new versions within 1 year, as approved by County. | | ✓ |
| Provide County with general technical assistance / consultation. | | ✓ |
| Installation of applications software upgrade. | | ✓ |
| Define installation requirements. | | ✓ |
| Perform customization. | | ✓ |
| Make needed coding modifications to application software. | | ✓ |
| Test application software upgrades. | | ✓ |
| Perform user acceptance testing. | ✓ | ✓ |
| Train users on upgrades. | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---|------------|------------|------------|------------|------------|--------------|
| Application Development and Maintenance | \$ 969,830 | \$ 969,830 | \$ 969,830 | \$ 969,830 | \$ 969,830 | \$ 4,849,150 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|-----------|-----------|-----------|----------|----------|
| Application Development and Maintenance | \$202,979 | \$158,955 | \$119,216 | \$82,335 | \$47,382 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry(for year Y) - $[M \times \{TFC \text{ Entry(for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Applications Development and Maintenance Services

Applications Development and Maintenance

1. Software Release Management

Objective: To maintain currency on applications system releases based on the software maintenance standard; implement change into the software environment in the prescribed manner with minimal impact on the County processing; to provide a stable software operating environment.

Definition: Install maintenance for third party software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Software Release Management Report.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Software Release Management Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered semi-annually on March 1st and September 1st of each calendar year (c) and report will show all application software release implementations will be met 100% as scheduled. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Software Release Management Report

Period: Semi-Annual

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Development Projects

Objective: To provide single point of contact project management for the County and to manage the daily activities of the development group

Definition: The projects must be managed to the milestones and budget as agreed to with the County

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Development Project reports.

Metrics:

| Value | Description |
|-----------------------|--|
| Minimum Service Level | The Development Project Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered per event, and (c) report will show the projects on time and within budget 99% of the time. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Development Projects Reports

Period: Per Project

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Application Software Enhancements

Objective: To provide software enhancement management for the County and to manage the daily activities of the development group

Definition: Enhancements to the County's software or upgrades to third party software will be implemented as agreed to with the County

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Application Software Enhancement reports.

Metrics:

| Value | Description |
|-----------------------|--|
| Minimum Service Level | The Application Software Enhancement Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered semi-annually on March 1st and September 1st of each calendar year (c) and report will show all application software enhancements will be met 100% as scheduled. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Application Software Enhancement Reports

Period: Semi-Annual

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

4. Application Software Maintenance

Objective: To provide a defect free application environment.

Definition: Software Maintenance Quality is a measurement of the Service Provider's support capabilities relative to the number of defects that occur during the production execution of a particular program or series of programs. A program is considered defective if, when it executes in a production environment, it terminates abnormally for any reason.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Application Software Maintenance reports.

Metrics:

| Values | Descriptor |
|-----------------------|---|
| Minimum Service Level | The Application Software Maintenance Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered semi-annually on March 1st and September 1st of each calendar year, (c) and report will show that 100% of application maintenance modifications caused no abends. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Application Software Maintenance Reports

Period: Semi-Annual

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

5. Service Request Report

Objective: To monitor the Service Request from the County and to provide the County with information on the details Service Request coming to the Service Provider.

Definition: To provide the County with timely response to Service Request from the user groups and County management.

Method: Data Capture: The Service Provider will; (a) develop a repository of the information to produce the Service Request Report; (b) provide a life cycle report for all open, pending, and closed service request for the month; (c) and will provide the detail to the County Contract Manager as requested.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Service Request Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Service Request Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

6. Quality Assurance Effectiveness

Objective: To ensure that the County approved application and system development request, application and system enhancements or application and system maintenance resolutions will be introduced into a production environment without abnormal application termination, inappropriate error messages or abnormal applications performance.

Definition: The Service Provider will thoroughly test and deliver reliable results prior to introducing these changes into the production environment; there will be no abnormal application terminations, inappropriate error messages or abnormal applications performance resulting from deficiencies related to the QA testing procedures.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Quality Assurance Report.

Metrics:

| Values | Description |
|-----------------------|--|
| Minimum Service Level | The Quality Assurance Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered quarterly by the 7th business day of each calendar month following a new quarter. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Quality Assurance Reports

Period: Quarterly

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E**Transferred Equipment**

There is no transferred equipment.

Exhibit F

Dallas County Facilities and Equipment

[To be Determined]

Exhibit G**Third Party Contracts and Third Party Software**

Information Provided in Appendix F relative to third party contracts and third party software.

Exhibit H**Customer Software****Dallas County Developed Software Applications**

| Group | System Group | System | System Description | Programs | JCL | Lines of Code |
|---------------------|--------------|--------|---|----------|-----|---------------|
| Jail | Criminal | BK | Booking - Jail Management | 259 | 136 | 210,177 |
| | Criminal | CN | Sheriff's Name Index | 26 | 21 | 16,475 |
| | Criminal | FJ | CJIS - Fugitive Case Tracking | 10 | 5 | 12,693 |
| | | | | | | |
| Bonds | Criminal | BN | Bond Tracking System | 206 | 116 | 140,958 |
| | Criminal | CX | Criminal Warrants | 121 | 81 | 75,086 |
| | | | | | | |
| Criminal Management | Criminal | AM | Misdemeanor Appeals Court | | | |
| | Criminal | CB | CJIS - Judicial Tracking System | 243 | 155 | 277,497 |
| | Criminal | CD | Link System - criminal related systems | 29 | 17 | 13,883 |
| | Criminal | DA | D.A. Specialized Crimes (ADABAS) | 15 | 14 | 13,558 |
| | Criminal | EV | CJIS - District Clerk - Evidence Tracking | 26 | 15 | 23,462 |
| | Criminal | EW | CJIS - County Clerk - Evidence Tracking | 18 | 16 | 16,276 |
| | Criminal | FA | Felony Court Case Assignment | | | |
| | Criminal | JC | Jail Chain | 6 | 5 | 6,209 |
| | Criminal | JD | CJIS - Judicial Scheduling System | 12 | 4 | 10,358 |
| | Criminal | MA | CJIS - Magistrate Judicial Case Filing | 12 | 6 | 11,974 |
| | Criminal | MF | Misdemeanor Court Case Assignment | | | |

| Group | System Group | System | System Description | Programs | JCL | Lines of Code |
|--------------------|--------------|---------|--|----------|-----|---------------|
| | Criminal | MH | Mental Health Tracking (CICS) | 10 | 4 | 7,369 |
| | Criminal | PD | Public Defender Tracking System | 9 | 11 | 5,497 |
| | Criminal | TR | CJIS - State Electronic Reporting (CICS) | 17 | 3 | 11,969 |
| | Criminal | TR | CJIS State Electronic Reporting non-CICS | 25 | 3 | 21,009 |
| Criminal Financial | Criminal | AC | Tracks fines from the Criminal Courts of Appeals | | | |
| | Criminal | BF | County Auditor Bond Forfeiture | | | |
| | Criminal | CR | CJIS - Cash Receipts Management | 41 | 21 | 35,028 |
| Civil Management | Civil | AJ | Adoption & Juvenile Docketing | 20 | 27 | 25,439 |
| | Civil | AT | Attorney Bar File | 12 | 11 | 4,152 |
| | Civil | BC (BN) | BANNER Courts Support Jobs | 4 | 3 | 1,573 |
| | Civil | CT | Civil Court Assignment | 10 | 6 | 10,099 |
| | Civil | CV | Civil Case Tracking | 40 | 25 | 56,680 |
| | Civil | CW | Civil Papers | 86 | 57 | 55,816 |
| | Civil | DI | Civil Court Index | 31 | 27 | 19,913 |
| | Civil | DF | Civil Courts Fee/Docket | 92 | 93 | 79,523 |
| | Civil | FC | Civil & Family Courts | 27 | 28 | 38,928 |
| | Civil | FE | Paper Tracking for Forcible Entry | 2 | 1 | 1,155 |
| | Civil | PA | Passport System | 43 | 30 | 22,409 |
| | Civil | PB | Probate System | 63 | 26 | 71,775 |
| | Civil | PW | Civil Papers - Personnel Statistics | 4 | 4 | 4,247 |

| Group | System Group | System | System Description | Programs | JCL | Lines of Code |
|-------------------------|----------------|---------------|---|----------|-----|---------------|
| | Civil | WX | Civil/Criminal Link System | 7 | 3 | 2,962 |
| Civil Financial | Civil | RC | Civil Cash System | 13 | 13 | 18,317 |
| Tax | Misc. | DH | Motor Vehicle Registration | 28 | 16 | 12,602 |
| | Misc. | DW | Motor Vehicle tax collection | 17 | 9 | 6,319 |
| | Misc. | UG | HGB Property Tax System | | | |
| Jury Service | Jury Services | CH - JH (JCL) | Jury History (CICS) | 17 | 3 | 24,005 |
| | Jury Services | CJ | Jury Selection | 27 | 5 | 12,451 |
| | Jury Services | DM | Jury Payment System (ADABAS) | 63 | 26 | 25,418 |
| Health & Human Services | Human Services | DX | Welfare, Property, Nutrition, Food Stamps | 33 | 15 | 11,171 |
| | Human Services | ET | Employee TB Tracking System (CICS) | 9 | 3 | 5,236 |
| | Human Services | IT | Inmate TB Tracking System (CICS) | 30 | 11 | 10,000 |
| Elections | Misc | DF | Precinct Guidebook | | | |
| | Misc | DV | Voter Registration | | | |
| | Misc | EK (EL) | Election Worker Payment System | 17 | 5 | 6,000 |
| Adult Probation | Criminal | CP | Adult Probation (OLD) | 84 | 44 | 51,976 |
| Child Support | Human Services | CM | Child Support (non-CICS FC Programs) | 149 | 69 | 75,360 |
| | Human Services | CMC | Child Support (CICS FC Programs) | 10 | | 13,640 |

| Group | System Group | System | System Description | Programs | JCL | Lines of Code |
|------------------------------|----------------|--------|---|----------|-----|---------------|
| Forensics | Human Services | CF | Forensics | 66 | 39 | 34,385 |
| Road & Bridge | Financial | DK | Road & Bridge Inventory (ADABAS) | 32 | 2 | 26,332 |
| County Records | Misc. | DR | County Clerk Recording | 70 | 79 | 37,557 |
| | Misc. | MI | Extracts Criminal Justice Data for microfiche | | | |
| County Financial | Financial | GN | County Treasurer's GL | 37 | 12 | 24,614 |
| | Financial | GX | County Treasurer's Bank Reconcile | 2 | 14 | 796 |
| | Financial | KY | Payroll, Benefits (CICS) | 281 | 232 | 17,961 |
| | Financial | TA | Time & Attendance | 52 | 31 | 41,544 |
| Justice of the Peace | Civil | JK | Justice of Peace Accounting | 117 | 102 | 137,567 |
| | Civil | JP | Justice of Peace Accounting | 26 | 65 | 19,845 |
| Community Corrections | Criminal | PT | Pretrial Release | 41 | 26 | 35,134 |
| | Criminal | WR | Work Release Accounting | 27 | 10 | 16,512 |
| Public Works | Misc. | NL | 911 System | 24 | 19 | 12,488 |
| Data Services Administration | Data Support | JS | Justice Security | 30 | 17 | 15,585 |
| | Data Support | AR | Data Services Cost Distribution | 7 | 4 | 5,986 |
| | Data Support | AS | Assembly Call Routines | 103 | 0 | 11,256 |

| Group | System Group | System | System Description | Programs | JCL | Lines of Code |
|-------|--------------|--------|----------------------------------|----------|-----|---------------|
| | Data Support | EM | Electronic Mail | 2 | 2 | 1,189 |
| | Data Support | MC | Justice Technical Support | 8 | 2 | 5,512 |
| | Data Support | MS | Data Support - Management System | 33 | 23 | 7,348 |
| | Data Support | MT | Switcher Support | 37 | 4 | 33,902 |
| | Data Support | OP | Data Services Operations Support | 13 | 6 | 2,442 |
| | Data Support | PG | Program Generator | 48 | 30 | 48,430 |
| | Data Support | TE | TP Effectiveness | 8 | 9 | 2,819 |

Server Software

| APPLICATION | VERSION | STATUS | VENDOR |
|---|---------|--|--------|
| Oracle Financial (AP, AR, Cash Mgmt, GL, Payroll, Personnel, Project Acct, Purchasing, Self Service Employee, FA) | 11.03 | Several patch sets to be applied; the Benefits module will be implemented in FY 2002; Oracle provides "Silver Support"; All licenses agreements are on an annual renewal basis | Oracle |

Exhibit I
Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

Exhibit J

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

APPENDIX K

SERVICE AGREEMENT NO. 9: FOR NETWORK MANAGEMENT SERVICES

This Service Agreement No. 9 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 9 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 9 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement. County shall have the option to renew this Service Agreement No. 9 for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 9 and any renewal of the Service Agreement No. 9.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 9.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.
 - (a) **Definitions.**
 - (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
 - (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 9 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master

Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service

Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a

Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit G.

EXHIBITS TO NETWORK MANAGEMENT SERVICES**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Agreement |
| Exhibit E | Transferred Equipment |
| Exhibit F | Dallas County Facilities and Equipment |
| Exhibit G | Service Provider Software and Third-Party Software |
| Exhibit H | Termination/Expiration Assistance |

Exhibit A

Key Service Provider Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider User Services Manager shall be determined.
5. **Network Manager:** The Service Provider Network Manager shall be determined.

Exhibit B

Services

Network Management LAN/WAN Support and Maintenance

The Service Provider is responsible for supporting the necessary hardware and software related to the County's networking requirements. The network infrastructure will include, but not be limited to, the hardware and software necessary to support the County's LAN and connect the LAN to the WAN; email servers and the software to support messaging; Internet, Intranet, and Extranet support; and all maintenance activities necessary to ensure that the network infrastructure has high availability and reliability. Service Provider understands that several of the County's production activities require network access to servers and other connections that cannot be unavailable except for extremely short periods of time and will maintain and manage a network infrastructure and support capability that will ensure the required level of availability and reliability.

Service Provider Staff Availability: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support

Summary of Activities:

- LAN components are monitored by the Service Provider 7 X 24
- WAN components are monitored by the Service Provider 7 X 24
- LAN / WAN administration, operation and maintenance activities include
 - Network component hardware/software configuration and troubleshooting
 - Preventative maintenance
 - Availability monitoring
 - Performance monitoring
 - Network hardware and software provisioning and installation
 - IP address management
- Resolve all network problems
- Network engineering and design

Process Outputs:

- Standard, monthly service level attainment reports
- Network problem/change management log
- Network availability/performance service level reports

Responsibilities Matrix for Network Management Services

| 9. Network Services | County | Supplier |
|--|--------|----------|
| Perform capacity monitoring and planning | | ✓ |
| Design hardware/LAN system layout | | ✓ |
| Authorize and approve hardware/LAN technology plan | ✓ | |
| Install/test/maintain hardware/LAN system facilities | | ✓ |
| Operate control center consoles and monitor service | | ✓ |
| Identify and resolve problems | | ✓ |
| Perform LAN administration to include file and print sharing, as well as logon, user id and password maintenance | | ✓ |
| Test, install, and tune network operating system software | | ✓ |
| Provide technical assistance as requested | | ✓ |
| Document service level objectives and agreements | | ✓ |
| Measure and analyze performance relative to objectives and agreements | | ✓ |
| Maintain updated data for improvement plans | | ✓ |
| Approve improvement plans | ✓ | |
| Implement improvement plans | | ✓ |
| Report on service level results | | ✓ |
| Determine change cost and impact | | ✓ |
| Maintain data to support change management meetings | | ✓ |
| Notify affected County users of change timing and impact | | ✓ |
| Perform quality control | ✓ | |
| Authorize and approve logon/security level access of County Employees, agents, and subcontractors | ✓ | |
| Maintain logical security of assets | | ✓ |
| Conduct security checks per requirements | | ✓ |

Dallas County
Information Technology Outsourcing Services
Commercial in Confidence

Appendix K - 11

| 9. Network Services | County | Supplier |
|--|--------|----------|
| Report security violations | | ✓ |
| Resolve security violations | ✓ | |
| LAN components are monitored by the Supplier 5 x 12 | | ✓ |
| WAN components are monitored by the Supplier 5 x 12 | | ✓ |
| LAN / WAN administration, operation and maintenance activities include | | ✓ |
| Network component hardware/software configuration and troubleshooting | | ✓ |
| Preventative maintenance | | ✓ |
| Availability monitoring | | ✓ |
| Performance monitoring | | ✓ |
| Network hardware and software provisioning and installation | | ✓ |
| IP address management | | ✓ |
| Resolve all network problems | | ✓ |
| Network engineering and design | | ✓ |
| Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone | | ✓ |
| Perform problem and request management and monitoring | | ✓ |
| Route ticket to Level 2 and/or Level 3 support if needed | | ✓ |
| Close problem ticket in accordance with approved procedures | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|----------------------------|------------|------------|------------|------------|------------|--------------|
| Network Services (LAN/WAN) | \$ 956,613 | \$ 828,006 | \$ 699,399 | \$ 699,399 | \$ 699,399 | \$ 3,882,814 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|-----------|-----------|-----------|----------|----------|
| Network Services (LAN/WAN) | \$190,683 | \$130,383 | \$106,359 | \$73,763 | \$41,167 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry (for year Y) - $[M \times \{TFC \text{ Entry (for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5 / \text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Network Management Services

Network Management

1. Network Availability

Objective: To provide the County with reliable network connectivity and availability

Definition: **Network Availability** is the responsibility of the Service Provider and provides connection to the Dallas County network that processes and transmits data throughout the County. **Monthly Scheduled Downtime** is hours of time network functionality is unavailable to users during the applicable month as per the County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that network functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (12 x the number of business days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Network Availability Metric** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) minutes.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Network Availability reports.

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the Network Availability Metric is 99.5% availability and two (2) events per month. |
| Increased Impact Level | The Increased Impact Level for the Network Availability Metric is no more than 99% availability and three (3) events per month. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Network Availability Report.

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support

Resource Range: This Service Level does not apply during scheduled maintenance

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Average Network Response Time

Objective: To monitor the Network Response time and facilitate effective communications between the Service Provider and County Management through the delivery of monthly Network Response Time reports.

Definition: The **Network Performance Response Time** is the elapsed time that network transactions are completed (network ping) from the PC to servers and back.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Network Response Time reports.

Metrics:-

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the Network Response Time is 4 seconds or less. |
| Increased Impact Level | The Increased Impact Service Level for the Network Response Time is 5 seconds or less. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Network Response Time Reports

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support

Resource Range: This Service Level does not apply during scheduled maintenance

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Network/WAN Scheduled Downtime

Objective: To monitor the Network/WAN scheduled downtimes during normal business hours, and provide County Management monthly service level reports.

Definition: Network/WAN Scheduled Downtime Availability provides an indication of County personnel productivity in terms of access to the network for any single WAN connection. **Monthly Scheduled Downtime** is hours of time network/WAN functionality is unavailable to users during the applicable month as scheduled by the County and Service Provider; **Monthly Unscheduled Downtime** is all other hours of time that network/WAN functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (12 x the number of business days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Network/WAN Downtime Metric** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) in minutes.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Network/WAN Downtime Report.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is ≤ 40 min. per month. |
| Increased Impact Level | The Increased Impact Level for the Network/WAN Scheduled Down Time Metric is ≤ 60 min. per month. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Network/WAN Downtime Reports

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support

Resource Range: This Service Level does not apply during scheduled maintenance

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E**Transferred Equipment**

There is no transferred equipment.

Exhibit F

Dallas County Facilities and Equipment

[Supplied by Dallas County]

Exhibit G

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuku* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit H

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX L

SERVICE AGREEMENT NO. 10: FOR TELECOMM - VOICE SERVICES

This Service Agreement No. 10 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 10 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 10 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 10. County shall have the option to renew this Service Agreement No. 10 for two 1-year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 10 and any renewal of the Service Agreement No. 10.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 10.

7. **Facilities, Equipment and Software Terms.** Specific terms with respect to facilities, equipment, software and other assets will be included with reference to the Master Agreement.
8. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 10 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master

Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service

Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a

Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO TELECOMM - VOICE SERVICES**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Service Provider Software and Third-Party Software |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider User Services Manager shall be determined.
5. **Telecommunications Manager:** The Service Provider Telecommunications Manager shall be determined.

Exhibit B

Services

Telecommunications-Voice

Local/Long Distance/Voice/PBX Services

The Service Provider will provide a wide range of telephone-related services, including local, long distance, key systems and PBX services. Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software. The Service Provider will provide support of the PBX systems and key systems. Supported hardware includes, but is not limited to, the PBX, ACD, telephone handsets, etc.

Service Provider Staff Availability: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Summary of Activities:

- Provision, maintain and dispose of all telephone related equipment
- Install, move, add, change (IMAC) all telephone equipment
- Co-ordinate the provisioning and maintenance of cabling
- Manage County's existing vendor contract for PBX and non-PBX maintenance services
- Manage County's existing vendor contract for voice mail support
- Provide voicemail support
- Provide monthly usage invoices
- Break out invoices by County department and distribute to each department
- Maintain electronic telephone directories
- Provide long distance internal charge-back capability
- Provide support for Automated Call Distributor (ACD)

Process Outputs:

- Standard, monthly service level attainment reports
- Maintenance records
- Inventory of assets procured

Responsibilities Matrix for Telecommunications-Voice Services

| 10. Telecom Services/Voice | County | Supplier |
|---|--------|----------|
| Maintain communication with customers and users | | ✓ |
| Propose technology solutions | | ✓ |
| Authorize and approve technology solutions | ✓ | |
| Maintain policies and procedures | | ✓ |
| Maintain service and standard levels | ✓ | |
| Manage/track service orders | | ✓ |
| Procure assets (circuits, hardware, software) | | ✓ |
| Terminate, dispose of, relocate assets as needed | | ✓ |
| Track assets (user, location, asset id, finances) | | ✓ |
| Maintain asset/parts inventory | | ✓ |
| Report on inventory as needed | | ✓ |
| Perform capacity monitoring and planning | | ✓ |
| Maintain/modify voice network design layout | | ✓ |
| Maintain Telecom Plan | | ✓ |
| Install/test/maintain voice network facilities | | ✓ |
| Provide network control center to monitor service | | ✓ |
| Identify and resolve problems | | ✓ |
| Provide status on problem resolution progress to County | | ✓ |
| Interface with carriers and other service providers | | ✓ |
| Maintain test-to-production turnover requirements | ✓ | |
| Perform test-to-production tasks per instructions | | ✓ |

| 10. Telecom Services/Voice | County | Supplier |
|---|--------|----------|
| Report on test-to-production results | | ✓ |
| Perform quality control on test-to-production results | ✓ | |
| Install, move, and change (IMAC) voice equipment | | ✓ |
| Test, install, and tune voice network system software | | ✓ |
| Install service module software as needed | | ✓ |
| Manage voice hardware and circuits to optimize service levels and Minimize County resource requirements | | ✓ |
| Maintain network definitions for linkages to specific locations | | ✓ |
| Provide technical assistance as requested | | ✓ |
| Document service level objectives and agreements | | ✓ |
| Measure and analyze performance relative to objectives and agreements | | ✓ |
| Maintain data for improvement plan updates | | ✓ |
| Approve improvement plans | ✓ | |
| Implement improvement plans | | ✓ |
| Report on service level results | | ✓ |
| Maintain change requirements (circuits, switches, PBXs, handset equipment) | ✓ | |
| Determine change cost and impact | | ✓ |
| Maintain data for change management meetings | | ✓ |
| Verify change met objectives and did not have other, negative impacts | ✓ | ✓ |
| Perform quality control | ✓ | |
| Maintain security requirements | ✓ | |
| Maintain physical security of assets | | ✓ |
| Conduct security checks per requirements | | ✓ |
| Report security violations | | ✓ |

| 10. Telecom Services/Voice | County | Supplier |
|--|--------|----------|
| Resolve security violations | ✓ | |
| Maintain data for monthly usage and accounting reports | | ✓ |
| Maintain data for monthly invoices | | ✓ |
| Maintain electronic telephone directories | | ✓ |
| Manage process of provisioning, maintaining and dispose of all telephone related equipment | | ✓ |
| Manage Installation, move, add, change (IMAC) all telephone equipment | | ✓ |
| Co-ordinate the provisioning and maintenance of cabling | | ✓ |
| Manage performance PBX maintenance services | | ✓ |
| Manage voicemail support | | ✓ |
| Provide monthly usage invoices | | ✓ |
| Provide support for Automated Call Distributor (ACD) | | ✓ |
| Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone | | ✓ |
| Perform problem and request management and monitoring | | ✓ |

Exhibit C**Charges**

Pricing is as indicated below.

Facilities Management Pricing

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|-----------------------------------|------------|------------|------------|------------|------------|------------|
| Telecommunications (Voice & Data) | \$ 190,659 | \$ 190,659 | \$ 190,659 | \$ 190,659 | \$ 190,659 | \$ 953,293 |

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|----------|----------|----------|---------|---------|
| Telecommunications (Voice) | \$21,208 | \$15,906 | \$11,930 | \$7,953 | \$3,977 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry (for year Y) - $[M \times (\text{TFC Entry (for year Y) / Contract Year Denominator (for year Y)})]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:

$\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Telecommunications-Voice Services

1. Telephone System Availability

Objective: To provide the County with reliable Telephone Systems reliability and availability

Definition: The service provider will manage all vendor maintenance contracts to insure agreed on service levels between the County and Vendor are being met. The Telephone Systems are a critical communications component within the County network. Availability will be the responsibility of the Service Provider for those sub-contractors that have been selected to provide the maintenance contract by the Service Provider.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Telephone Systems Availability reports.

Metrics:

| Values | Explanation |
|------------------------|--|
| Minimum Service Level | The Minimum Service Level for the Telephone Systems Availability Ratio is 99.9%. |
| Increased Impact Level | The Increased Impact Service Level for the Telephone Systems Ratio is 97.5%. |

Indicator: Critical

Affected Area: County Contract Manager
Elections Department has a critical need during each election event (from 24-48 hours)

Responsibility: Service Performance: Service Provider responsible for providing Telephone Systems Availability Reports

Period: Monthly

Hours of Operation: 7 x 24 x 365

Resource Range: IVR, Frames, PBX - CENTRIX, Centigram, Meridian, Non-PBX - Norstar, TIE BusCom Plus, Tie ModKey, Interel GMX 48, Condial Impression 48, Panasonic, Cortelco

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter.

The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Installation/Moves/Adds/Changes (IMAC)

Objective: To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Voice and provide County management monthly service level reports.

Definition: The introduction, move or modification of a telephone instrument, switch, voice circuit or system in the County environment and ensuring that all functions are consistent with the manufacturers specification as well as any special configuration required by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Telecomm-Voice IMAC Report.

Metrics:

| Values | Description |
|------------------------|---|
| Minimum Service Level | The Minimum Service Level for the Telecomm-Voice IMAC Ratio is 98% completed as scheduled. |
| Increased Impact Level | The Increased Impact Service Level for the Telecomm-Voice IMAC Ratio is 90% completed as scheduled. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Telecomm-Voice IMAC Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Resource Range: 125 IMAC's per month

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. ACD / IVR Statistical Reports

Objective: To monitor the ACD and IVR Batch schedules and facilitates effective communications between the Service Provider and County Management through the delivery of monthly service level reports.

Definition:

Method: Data Capture: The Service Provider will develop a repository of the information to produce the ACD / IVR Statistical reports.

Metrics:

| Value | Description |
|-----------------------|--|
| Minimum Service Level | The Minimum Service Level for the ACD / IVR Statistical Report is the 5 th business day of the month. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing ACD / IVR Statistical Reports

Period: Monthly

Hours of Operation: 7 x 24 x 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX M

SERVICE AGREEMENT NO. 11: FOR TELECOMMUNICATIONS - DATA CIRCUITS SERVICES

This Service Agreement No. 11 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 11 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Use of Dallas County Facilities and Equipment.** Dallas County shall provide the Dallas County Facilities and Dallas County Equipment described in Exhibit E to this Service Agreement.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 11 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 11. County shall have the option to renew this Service Agreement No. 11 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of

- this Service Agreement No. 11 and any renewal of the Service Agreement No. 11.
7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 11.
 8. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
 9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
 10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.
 - (a) **Definitions.**
 - (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service

Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 11 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding

Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality

Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not

disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit F.

EXHIBITS TO TELECOMMUNICATIONS - DATA CIRCUITS SERVICES**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Dallas County Facilities and Equipment |
| Exhibit F | Service Provider Software and Third-Party Software |
| Exhibit G | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider Services Delivery Manager shall be determined.
5. **Telecommunications Manager:** The Service Provider Services Delivery Manager shall be determined.

Exhibit B

Services

Telecommunications - Data Circuits

The Service Provider will provide a wide range of services in support of data circuits. The Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software necessary for these circuits. The Service Provider will interface with, coordinate, and manage the activities of the telecom Service Provider.

Service Provider Staff Availability: 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

Summary of Activities:

- Coordinate all install, move, add, change (IMAC) all circuits and equipment
- Coordinate the provisioning and maintenance of cabling
- Coordinate the provisioning and maintenance of data circuits
- Provide monthly usage invoices
- Break out invoices by County department and distribute to each department

Process Outputs:

- Standard, monthly service level attainment reports
- Maintenance records
- Inventory of assets procured

Responsibilities Matrix for Telecommunications – Data Circuits

| 11. Telecom Services/Data | County | Supplier |
|---|--------|----------|
| Maintain communication with customers and users | | ✓ |
| Authorize and approve technology solutions | ✓ | |
| Maintain policies and procedures | | ✓ |
| Maintain service and standard levels | ✓ | |
| Manage/track service orders | | ✓ |
| Procure assets (circuits, hardware, software) | | ✓ |
| Approve termination, disposal of, or relocation of all assets | ✓ | |
| Terminate, dispose of, relocate assets as needed | | ✓ |
| Track assets (user, location, asset id, finances) | | ✓ |
| Maintain asset/parts inventory | | ✓ |
| Report on inventory as needed | | ✓ |
| Provide electrical wiring, and wiring closets | ✓ | |
| Provide wiring closets connections, and cabling (thru 3 rd party vendor) | | ✓ |
| Perform capacity monitoring and planning | | ✓ |
| Maintain network layout | | ✓ |
| Maintain Telecom Plan | | ✓ |
| Install/test/maintain network facilities | | ✓ |
| Provide network control center to monitor service | | ✓ |
| Identify and resolve problems | | ✓ |
| Provide status on problem resolution progress to County | | ✓ |
| Interface with carriers and service providers | | ✓ |
| Test, install, and tune network system software | | ✓ |
| Manage network hardware and circuits to optimize service levels and minimize County resource requirements | | ✓ |

Dallas County
Information Technology Outsourcing Services
Commercial in Confidence

Appendix M - 11

| 11. Telecom Services/Data | County | Supplier |
|--|--------|----------|
| Provide technical assistance as requested | | ✓ |
| Document service level objectives and agreements | | ✓ |
| Measure and analyze performance relative to objectives and agreements | | ✓ |
| Maintain improvement plans | | ✓ |
| Implement improvement plans | | ✓ |
| Report on service level results | | ✓ |
| Maintain change requirements (circuits, switches, communications processor, interface equipment, termination equipment, user access) | ✓ | |
| Determine change cost and impact | | ✓ |
| Maintain data to support change management meetings | | ✓ |
| Perform quality control | ✓ | |
| Maintain security requirements | ✓ | |
| Maintain physical security of assets | | ✓ |
| Conduct security checks per requirements | | ✓ |
| Report security violations | | ✓ |
| Resolve security violations | ✓ | |
| Coordinate all install, move, add, change (IMAC) all circuits and equipment | | ✓ |
| Coordinate the provisioning and maintenance of cabling | | ✓ |
| Coordinate the provisioning and maintenance of data circuits | | ✓ |
| Provide monthly usage invoices (thru 3 rd party vendor) | | ✓ |
| Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone | | ✓ |
| Perform problem and request management and monitoring | | ✓ |

Exhibit C

Charges

Pricing is as indicated below.

Refer to Telecommunications Voice Service Agreement for the combined price for Telecommunications.

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------|---------|---------|---------|---------|---------|
| Telecommunications (Data) | \$7,069 | \$5,302 | \$3,977 | \$2,651 | \$1,326 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry(for year Y) - $[M \times \{TFC \text{ Entry(for year Y) / Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Telecommunications-Data Circuits Services

Telecommunications-Data Circuits

1. Data Circuit Availability

Objective: To provide the County with reliable data circuits connectivity and availability

Definition: Service Provider will manage County contracts with telecommunications vendor to insure Circuit Availability. Circuit availability will be the responsibility of the 3rd party Telecommunications vendor (i.e. SWB, Verizon, XO). Availability is defined as connection to a network from a 3rd party telecomm company.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Data Circuit Availability reports.

Metrics:

| Values | Description |
|------------------------|--|
| Minimum Service Level | Circuit availability will be greater than or equal to 99.9%. |
| Increased Impact Level | Circuit availability will be less than or equal to 97.9%. |

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Data Circuit Availability Reports

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Installation/Moves/Adds/Changes (IMAC)

- Objective:** To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Data Circuits and provide County management monthly service level reports.
- Definition:** The introduction, move or modification of a circuit (includes circuit drops) in the County environment and the ensuring that all functions are consistent with the telecommunication provider specifications and any special configuration required by the County.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Telecomm – Data Circuits IMAC's report.
- Metrics:**
- | Values | Description |
|------------------------|---|
| Minimum Service Level | All data circuits IMAC request will be performed 98% or better, as scheduled, per period. |
| Increased Impact Level | < 95% completed as scheduled. |
- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Telecomm – Data Circuits IMAC's Report.
- Period:** Monthly
- Resource Range:** 75 IMAC's per period
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Dallas County Facilities and Equipment

[Supplied by Dallas County]

Exhibit F

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit G

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX N

SERVICE AGREEMENT NO. 12: FOR TRAINING SERVICES

This Service Agreement No. 12 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 12 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Use of Dallas County Facilities and Equipment.** Dallas County shall provide the Dallas County Facilities and Dallas County Equipment described in Exhibit E to this Service Agreement.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 12 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 12. County shall have the option to renew this Service Agreement No. 12 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 12 and any renewal of the Service Agreement No. 12.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 12.
8. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 12 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., $0.95 = 95\%$). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or

exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) acts or omissions outside of the control of County or Service Provider which have caused the resource range for a Service Level Measurement to exceed the 3-period moving average of the resource range based upon the current evaluation of the resource range and the last two (2) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit F.

EXHIBITS TO TRAINING SERVICES**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Dallas County Facilities and Equipment |
| Exhibit F | Service Provider Software and Third-Party Software |
| Exhibit G | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider Services Delivery Manager shall be determined.
5. **Training Manager:** The Service Provider Services Delivery Manager shall be determined.

Exhibit B

Services

Training Services

The Service Provider will schedule and conduct training classes for County employees during normal business hours. Training will include, but not be limited to, the use of the equipment, application software on all platforms supported by Service Provider for the County, standards for interaction with Help Desk, log in procedures, location of applications on desktop, location of personal and shared directories on the server, and how and where to do desktop backups.

Service Provider Staff Availability: Monday – Friday, 8am – 5pm (CST)

Summary of Activities:

- Identify training requirements, by user department
- Develop custom training programs and materials
- Organizing third party training activities, if necessary
- Preparing class agenda and practical exercises
- Test the training program, as required
- Conduct the training programs, as required
- Modify the training program and materials as necessary

Process Outputs:

- Standard, monthly service level attainment reports
- Training Curriculum
- Training Course Materials
- County satisfaction survey

Responsibilities Matrix for Training Services

| 12. Training | County | Supplier |
|--|--------|----------|
| Maintain training requirements | ✓ | ✓ |
| Train local system users in application changes as needed | | ✓ |
| Maintain custom training programs as needed | | ✓ |
| Coordinate third-party training activities as needed | | ✓ |
| Prepare class agenda and exercises | | ✓ |
| Evaluate class offerings and recommend changes | | ✓ |
| Facilitate training on standard County applications and software | | ✓ |
| Monitor and report on service level attainment | | ✓ |
| Identify training requirements, by user department | | ✓ |
| Develop custom training programs and materials | | ✓ |
| Organizing third party training activities, if necessary | | ✓ |
| Preparing class agenda and practical exercises | | ✓ |
| Test the training program, as required | | ✓ |
| Conduct the training programs, as required | | ✓ |
| Modify the training program and materials as necessary | | ✓ |

Exhibit C**Charges**

Pricing is as indicated below.

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------|----------|----------|----------|----------|----------|
| Training | \$90,000 | \$90,000 | \$90,000 | \$90,000 | \$90,000 |

- Training is \$90,000 per year
- Per course bonus is \$65 for at least 6 students per course (averaged over each month)
- Additional per course bonus of \$63.57 for at least 8 students (averaged over each month)
- Quality bonus of \$100 per course for average survey score of 4 or greater

Termination for Convenience Fee Matrix

| Service Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------|----------|----------|----------|---------|---------|
| Training | \$21,208 | \$16,966 | \$12,725 | \$8,483 | \$4,242 |

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry (for year Y) - $[M \times \{TFC \text{ Entry (for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
\$55,848/48 = \$1,163.5/month; \$1,163.5 X 5th month of Contract Year 2 = \$5,817.5 used during the first 5 months of Contract Year 2; Then \$55,848 - \$5,817.5 = \$50,030.5 Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount

shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Training Services

Training Services

1. Training Sessions Conducted

Objective:

To ensure that all training classes are scheduled and conducted as scheduled and provide County Management with monthly service level reports.

Definition:

The training session must be scheduled and completed by the Service Provider. Unplanned cancellation is defined as canceled by the vendor rather than no client enrollment.

Method:

Data Capture: The Service Provider will develop a repository of the information to produce the Training Session Conducted reports.

Metrics:

| Values | Description |
|-----------------------|---|
| Minimum Service Level | No more than two (2) unplanned cancellation of a training class per period. |

Indicator:

Quality

Responsibility:

Service Performance: Service Provider responsible for providing Training Activity Reports

Period:

Monthly

Resource Range:

18 classes per month (4 hours each); unless there is no County employee signed up or shows up for the scheduled class

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. County Satisfaction Survey

Objective: To ensure that the Service Provider measures those criteria which impact the County's user community for training classes, to determine whether end user feed back is consistent with the reported performance against service levels.

Definition: A successful quality review will be determined based on the degree of correlation between the user community's perceptions of service performance and actual Service Level results. The Service Provider will develop a Training satisfaction survey form to be approved by the county that will be administered to each class student at the end of each class.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the County Training Satisfaction Survey reports.

| Metrics: | Values | Description |
|----------|-----------------------|---|
| | Minimum Service Level | Average score of 4 on a scale of 1 (worst) – 5 (best) per period. |

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Satisfaction Survey Reports

Period: Monthly

Resource Range: 18 classes per month (4 hours each)

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

Exhibit E

Dallas County Facilities and Equipment

[Supplied by Dallas County]

Exhibit F

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuktu* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit G

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.

APPENDIX O

SERVICE AGREEMENT NO. 13: FOR CONSULTING SERVICES TO USER DEPARTMENTS

This Service Agreement No. 13 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and SchlumbergerSema, Inc., a Delaware corporation ("Service Provider"), is hereby entered into and effective on the 1st day of November, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
2. **Services.** The Services to be provided under this Service Agreement No. 13 are described in Exhibit B attached hereto.
3. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
4. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
5. **Term.** The term of this Service Agreement No. 13 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Service Agreement Effective Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 13. County shall have the option to renew this Service Agreement No. 13 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 13 and any renewal of the Service Agreement No. 13.
6. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and

(ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 13.

7. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.
8. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
9. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective sixty (60) days after the Service Agreement Effective Date unless otherwise agreed. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 13 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed four percent (4%) of Service Provider's monthly charges for the Master

Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ten percent ($10\% = 0.10$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service

Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be 2% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times 4% of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, four percent (4%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a

Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXHIBITS TO CONSULTING SERVICES TO USER DEPARTMENTS**SERVICE AGREEMENT**

| | |
|------------------|---|
| Exhibit A | Key Positions |
| Exhibit B | Services |
| Exhibit C | Charges |
| Exhibit D | Service Level Information |
| Exhibit E | Service Provider Software and Third-Party Software |
| Exhibit F | Termination/Expiration Assistance |

Exhibit A

Key Positions

1. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
2. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is Vanessa King.
3. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall be determined.
4. **User Services Manager:** The Service Provider Services Delivery Manager shall be determined.
5. **Network Manager:** The Service Provider Services Delivery Manager shall be determined.

Exhibit B

Services

Consulting Services to User Departments

Consulting Services to User Departments includes activities that are in addition to the basic infrastructure services outlined in the other Service Agreement. The Service Provider is responsible for providing the County with user consulting as a venue for maintaining direct contact with the user community. This includes providing advice and direction for departmental hardware, application software, networking, and problem determination and resolution. The Service Provider will perform systems analysis for departmental applications while insuring that requests are being serviced without delay. The Service Provider will provide guidance and assistance in identifying and implementing technological solutions, which may improve the methods and approaches currently in place within County departments.

**Service
Provider
Staff**

8am – 5pm Monday – Friday CST

**Availability:
Summary of
Activities:**

- Maintain a working knowledge and understanding of the business requirements by department
- Provision of advice, assistance and production of assigned deliverables
- Follow-up on work performed to ensure quality consulting service

**Process
Outputs:**

- Documented requests for service

Responsibilities Matrix for Consulting Services to User Departments

| 13. Consulting Services to User Departments | County | Supplier |
|---|--------|----------|
| Work to understand business requirements within departments | ✓ | ✓ |
| Advise and assist in evaluation and selection of process improvements | | ✓ |
| Document process improvements | | ✓ |
| Maintain a working knowledge and understanding of the business requirements by department | | ✓ |
| Provision of advice, assistance and production of assigned deliverables | | ✓ |
| Follow-up on work performed to ensure quality consulting service | | ✓ |
| Identify departmental contacts | ✓ | |
| Approve departmental projects | ✓ | |
| Confirm project inputs | ✓ | |
| Confirm project mission | ✓ | |
| Develop project approach | | ✓ |
| Develop communications strategy | | ✓ |
| Determine resources and schedule | | ✓ |
| Assign project team | ✓ | ✓ |
| Determine project costs and risks | | ✓ |
| Conduct project reviews | | ✓ |
| Kick off project | ✓ | ✓ |
| Approve change management | ✓ | |

Exhibit C

Charges

There are no charges and no Termination for Convenience fees for this Service Agreement.

The cancellation fee for County's termination for convenience of this Service Agreement is set forth by reference to the Termination For Convenience (TFC) fee matrix listed above. The Termination for Convenience fee for early Termination shall be calculated on a contract year pro-rata basis using the following Contract Year Denominators:

Contract Year 1 = 60, Contract Year 2 = 48, Contract Year 3 = 36
Contract Year 4 = 24, Contract Year 5 = 12

The Termination for Convenience Fee, for termination occurring during month M (M ranging from month 1 (Jan) - 12 (Dec)) of year Y (Y ranging from 1 - 5 for the years beginning upon the Effective Date), equals TFC Entry(for year Y) - $[M * \{TFC \text{ Entry(for year Y)} / \text{Contract Year Denominator (for year Y)}\}]$.

Example:

If the TFC Entry from the Termination for Convenience fee matrix above for a contract terminated in month 5 of Contract year 2 is \$55,848.00, then:
 $\$55,848 / 48 = \$1,163.5/\text{month}$; $\$1,163.5 \times 5^{\text{th}} \text{ month of Contract Year 2} = \$5,817.5$ used during the first 5 months of Contract Year 2; Then $\$55,848 - \$5,817.5 = \$50,030.5$ Termination for Convenience Fee.

The parties agree that commencing on October 1, 2003, any fees payable under this Agreement will be increased annually by a Cost of Living Adjustment (COLA) Amount. The COLA Amount shall be calculated by multiplying the annual Consumer Price Index ("CPI") published by the US Department of Labor, Bureau of Labor Statistics from the most current January CPI report as it applies to urban technical workers (CPI-U) in the Dallas area (the "CPI Multiplier") times that portion of the Agreement related to Service Provider fully loaded head count costs (the "MSA Personnel Portion"). The MSA Personnel Portion, at contract Effective Date, was 78% of the total IT Master Services Agreement contract amount.

The parties agree that the annual minimum of CPI Multiplier shall be 2.25%. The parties further agree that the annual maximum of the CPI Multiplier shall be 5%. The CPI Multiplier shall be communicated by Service Provider to the County on an annual basis, not later than June 1st preceding the adjustment.

Service Provider will provide one (1) year in advance of the expiration of the Service Agreement a proposal regarding charges applicable to any renewal period(s) of this Service Agreement to be mutually agreed to by the Parties.

Exhibit D

Service Level Information for Consulting Services to User Departments

Consulting Services to User Departments

1. Quality Reviews

| Objective: | To provide consulting activities to the different departments in the County and facilitate effective communications between the Service Provider and County Management through the delivery of Detail Activity and Quality Reports. | | | | |
|------------------------|--|--------|-------------|-----------------------|---|
| Definition: | The Service Provider is the single point of contact for Consulting Services for the County. Consulting Services makes available to the County, subject matter experts from the Service Provider, on an as needed basis. Meetings the consultants and the County will be providing technical consulting for new and emerging technology and creative solutions. | | | | |
| Method: | <u>Data Capture:</u> The Service Provider will develop a repository of information to produce Detail Activity and Quality Reports. | | | | |
| Metrics: | <table border="1"> <thead> <tr> <th>Values</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Minimum Service Level</td><td>Average score of 4 or better based on a scale of 1(worst) – 5(best) per period.</td></tr> </tbody> </table> | Values | Description | Minimum Service Level | Average score of 4 or better based on a scale of 1(worst) – 5(best) per period. |
| Values | Description | | | | |
| Minimum Service Level | Average score of 4 or better based on a scale of 1(worst) – 5(best) per period. | | | | |
| Indicator: | Quality | | | | |
| Responsibility: | <u>Service Performance:</u> Service Provider responsible for providing Detail Activity and Quality Reports. | | | | |
| Period: | Semi-Annual | | | | |
| Report: | Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice. | | | | |

Exhibit E

Service Provider Software and Third-Party Software

- **Service Provider Software and Third Party Software:** Service Provider shall provide certain applications, suites of tools, and other software, as listed below, which are referred to hereinbelow as Service Provider Software or Third-Party Software as indicated.

| Service Provider Software | Supported Area | Description |
|--|----------------------|-------------------------|
| GTS* | All Areas | Global Ticketing System |
| Web-based survey* that is sent once a month to a percentage of the customer population | | |
| My DEXA(Suite of Tools)* | PC Support/Help Desk | Self Support Portal |
| (*) Indicates tool is used on multi client platform | | |

| Third Party Software | Supported Area | Description |
|---|-------------------------|----------------------------|
| ACD* | All Areas | Automatic Call Direction |
| Spectrum* | Network/Telecom | Network Management |
| Project.net* | All Areas | Project Management tool |
| Lawson* | All Areas | Financial & Time Mgt. tool |
| Apropos* | All Areas | Automatic Call Direction |
| MS SMS* | Data Center/Dist. Comp. | Server Management tool |
| MRTG* | Network/Telecom | Network Management |
| Librarian | Data Center | Source Code Vault |
| Clear Case | Data Center | Apps Develop - testing |
| NetHealth* | Network/Telecom | Network Management |
| Info Vista* | Network/Telecom | Network Management |
| HPOpenview* | Network/Telecom | Network Management |
| Timbuku* | Personal Computer | Desktop Remote Support |
| (*) Indicates tool is used on multi client platform | | |

- **Use in Service Agreement:** The Service Provider Software and Third Party Software shall be used in the delivery of Services in this Service Agreement.
- **Ownership of Improvements to Service Provider Software:** (a) Except as indicated hereinbelow, or as the Parties may otherwise agree in writing, development or improvements made to the Service Provider Software ("Service Provider Software Improvements") shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Software Improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such improvements. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the improvements and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer rights in such improvements to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Software Improvements for

any purpose, and to assign and sublicense its license rights. (b) The Parties further agree that, upon any expiration / termination of the Master Agreement or this Service Agreement, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any Service Provider Software Improvements) from the infrastructure upon which they reside), County shall not pay any additional fees or other consideration for Service Provider Software Improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Service Agreement. (c) The Parties further agree that, in the event County elects to enter into a license with Service Provider for the Service Provider Software (including any Service Provider Software Improvements), such license shall (1) be for the express benefit of County alone; and (2) include a commitment by County that no third party (including any third party service provider providing services, such as IT services, to County) shall have access to the Service Provider Software (including any Service Provider Software Improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of County alone; and (2b) said third party shall not access or use Service Provider Software (including any Service Provider Software Improvements) for the purpose of developing or modifying a competitive product.

- **Term of Use:** COUNTY'S RIGHTS TO USE SERVICE PROVIDER SOFTWARE AND THIRD PARTY SOFTWARE IS GRANTED ONLY DURING THE TERM OF THIS SERVICE AGREEMENT OR MASTER AGREEMENT.
- **Modification:** Any additions or modifications to this Exhibit E shall be made by mutual agreement of the Parties.

Exhibit F

Termination/Expiration Assistance

Upon termination of the Agreement or this Service Agreement, Service Provider will provide the County their historical data and the current/pending data (e.g., network information contained in the network/telecom tools, project information contained in project management software, version control information regarding application software libraries, historical survey information, ticket history and current open help desk tickets, call volume history, SMS addressing information, server history, server configuration and resource utilization history) that resides in each of these systems in a standard electronic format with a full file layout.

Upon termination of the Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the system(s) remains fully operational after removal.